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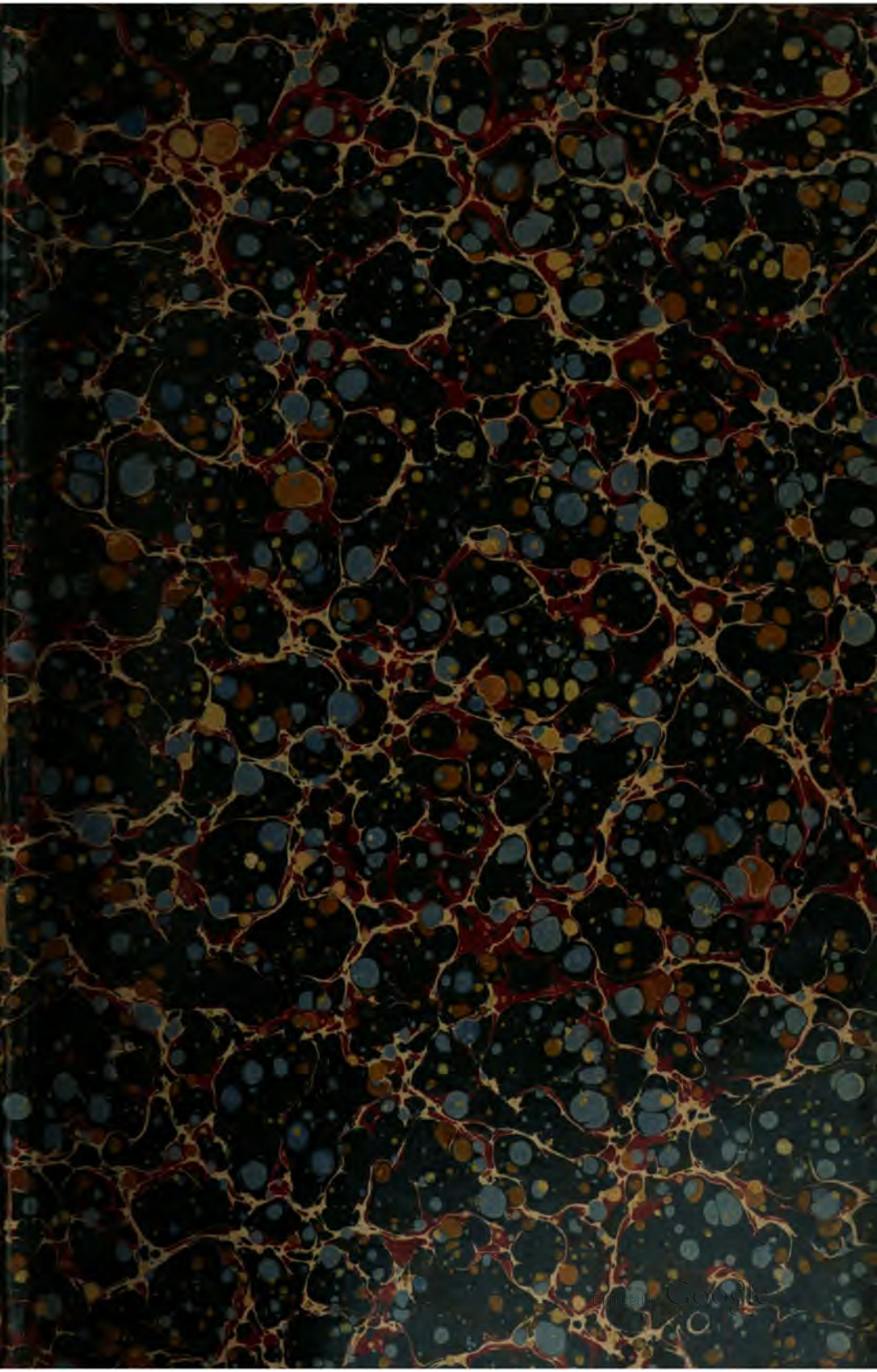


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# YORK DEEDS.

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## BOOK II.



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## PREFACE.

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THE second volume in the York registry of deeds is marked, on a fly leaf at the beginning, "The Second Book of Records." Like the first, it is worn and battered and has been supplanted, for active service, by a copy. Samuel Tripp, register, certifies the copy as transcribed by him in 1870. The binding of the original record is shattered, but fortunately only one folio, 106, is missing. The number 171 was accidentally omitted in marking the folios, and the absence of 60 and 61 is to be explained, perhaps, in the same way. The marginal notes indicating the grantors and grantees, and an index covering three pages, are in the handwriting of Joseph Hammond, register from 1695 to 1710.

Edward Rishworth opened the new book Feb. 12, 1666. He had accepted a commission from John Archdale, the representative of Ferdinando Gorges, the younger, in 1664, and in November of that year had joined with Archdale and other officers of the Gorges government in a missive addressed to the governor of Massachusetts and his assistants, requiring them to surrender their pretensions to authority within the province of Maine. The county organization had been dissolved. The general court which met at Boston in May, 1665, ordered a county court to be held at York as usual, in July. As there was no resident magistrate acting in the name of Massachusetts, Ezekiel Knight of Wells was appointed to that office. If Edward Rishworth should neglect his duty as county recorder, he was directed to turn over the books and papers to Peter Weare of York, who was to take his place.<sup>1</sup> But in June the king's commissioners for New England arrived in Maine and organized a new government under his majesty's immediate protection. The affairs of the province were committed to eleven justices of the peace appointed by the commissioners. Henry Jocelyn of Black Point was the chief justice,<sup>2</sup> and in his absence Robert Jordan of Richmond's island was to

<sup>1</sup> Williamson's *Maine*, 415.

<sup>2</sup> See W. M. Sargent's article on Jocelyn, 40 N. E. Hist. and Gen. Register, 292.

preside. Rishworth was one of these officers and continued to serve as recorder. When the Massachusetts magistrates arrived to hold the county court in July, they learned at Piscataqua that the militia had been called out to hinder their proceedings by force if necessary, and with this intelligence they returned to Boston.

The new magistracy had been in power for nearly eight months when Rishworth opened his "second book of records." The system of administration was excellent. The province was divided by the Kennebunk river into two judicial districts. Courts of common pleas were held in each district three times a year, and courts of quarter sessions four times. Appeals were reserved at first to the commissioners for New England, but in November, 1666, the justices were authorized to choose three of their own number to sit as a court of chancery and hear and determine any appeals which might be taken according to the custom of England.<sup>1</sup> A general assembly in which the towns were represented by deputies, met annually in Saco.

The last assembly was held in May, 1668. The royal commissioners had been recalled. Two of them had returned to England. Colonel Nicolls remained in New York as governor of the American territories of the duke of York, and Samuel Maverick also resided there, "in the Broad Way." The general court of Massachusetts assembled in May, and instructed the secretary of the colony to issue warrants to the Yorkshire towns, directing them to send in their votes for county officers to a court to be held at York on the first Tuesday of July. Assistants John Leverett and Edward Tyng and Deputies Richard Waldron of Dover and Robert Pike of Salisbury were commissioned to keep the court. Governor Nicolls, hearing of these proceedings, interposed a solemn protest, but he had no longer any authority to interfere and his objections were disregarded.

The Massachusetts commissioners arrived at York, with a military escort, on Monday, July 6, and opened their court the next day. The justices to whom the government of the province had been entrusted, presented their commission, issued in the king's name and approved by him,<sup>2</sup> but their opposition was overcome, as a Massachusetts historian explains, "partly by friendly rea-

<sup>1</sup>Infra, fol. 194.

<sup>2</sup>Sainsbury's Calendar of Colonial Papers, 1171.

soning and partly by a harmless show of force."<sup>1</sup> When the votes were counted, it was found that Edward Rishworth had been chosen recorder, but his election was overruled and Peter Weare was appointed in his stead.<sup>2</sup> Weare was also elected county treasurer, and Ezekiel Knight was chosen an associate, or county magistrate.<sup>3</sup>

Peter Weare was born in 1618,<sup>4</sup> and was about 22 years old when he arrived in Maine and acquired, in common with Basil Parker, a house and lot, probably at Piscataqua. The grant appears to have been made by John Willcox, agent for Sir Ferdinando Gorges, and afterward confirmed by Thomas Gorges. In May, 1643, Weare and Parker both witnessed the conveyance of the Newichewannock tract by the sagamore Roles to Humphrey Chadbourne. In July of the same year, Governor Gorges granted to Weare a point called the Gurnet's Nose, on the southwest branch of Agamenticus river. In 1644 Weare bought a house lot on the east side of the river, and in 1646 received a town grant of marsh on the northwest branch. But in 1651, he sold all these scattered tracts and acquired the estate on the north side of Cape Neddick river where he finally settled. He also owned twenty acres on Little river. With other citizens of Gorgeana, afterward York, he took the oath of fidelity to Massachusetts in 1652 and became a freeman of the Bay colony. After this date his promotion was rapid. In 1656 he was elected a selectman of the town, in 1659 an associate, and in 1660, though still residing in York, a deputy for Kittery to the general court at Boston. In 1661, and frequently afterward, he was a town commissioner, or trial justice. In 1662 he was a selectman again, and in 1663 town clerk. In 1665 he again represented Kittery in the general court, and his testimony concerning the source of the Merrimac, taken in Boston in May, was forwarded to the king by Governor Bellingham to support the claim of Massachusetts to jurisdiction not merely three miles beyond the river, but to a parallel of latitude three miles north of the head of the river, including the province of Maine as far as the Clapboard islands in Casco bay.<sup>5</sup> A thor-

<sup>1</sup> 2 Palfrey's *New England* (abridgment), 82.

<sup>2</sup> I have seen this statement on a fragment of a leaf among the Court Records at Alfred. Weare (2 York Court Records, 72) simply reports, "Peter Weare chosen Recorder & Co. Treasurer."

<sup>3</sup> In October following, the general court at Boston appointed Bryan Pendleton, Richard Waldron, John Cutt, Elias Stilleman and Charles Frost special magistrates, to see that the people of Yorkshire were "religiously governed." *Infra*, fol. 56.

<sup>4</sup> See his deposition, *infra*, fol. 180.

<sup>5</sup> 2 Colonial Papers, 1001.

ough partisan of the Massachusetts government, Weare dropped out of sight during the administration of the justices appointed by the commissioners for New England; but in 1668 he had his reward. His records show that he was poorly qualified for the office to which he was then appointed. In an age when spelling was largely a matter of personal choice, his orthography was lamentable; and his handwriting was worse than his spelling. The labor of writing was so irksome to him that he frequently employed Rishworth to make the records to which he affixed his clumsy signature. In 1669 Rishworth was again elected recorder, and again the court set aside the election and appointed Weare, who was also chosen an associate and reelected as county treasurer.<sup>1</sup> But in 1670 Rishworth was sent as deputy from York to the general court and was admitted to his seat in May, on submitting an apology, in writing, for his imprudence in accepting commissions from Gorges and from the king's commissioners. Being thus restored to favor, he was again elected recorder by the popular vote in July, and this third election was allowed to stand.<sup>2</sup> Weare continued to hold the office of county treasurer until 1676, when he was directed to square his accounts. He was also town clerk and selectman in 1674, and selectman again in 1677. His name is mentioned for the last time in 1680. He was then 62 years old, and probably died not long afterward. He began to be called Peter Weare, senior, about 1678. His eldest son, Peter, was a carpenter, and removed to Boston. Other children were Elias, Joseph, Hopewell, Sarah and Elizabeth.<sup>3</sup>

After Weare's retirement Rishworth was regularly reelected recorder for many years. His last entry in the second book of deeds is dated June 27, 1676. The records in this volume show a rapid extension of land titles and settlements into the interior and along the sea coast. The Newichewannock tract in Kittery had become a separate parish, known as Unity parish, in 1667. The tract four miles square, above Wells and Cape Porpoise, now Lyman, had received the name Coxhall in 1670. The Mousam mills had been built by Henry Sayword in 1673, on Cape Porpoise riv-

<sup>1</sup> 2 York Court Records, 32: "Mr. Edward Rishworth was chosen Recorder for this county. Not accepting thereof, this Court hath appointed Peter Weare Recorder for this county for the ensuing year."

<sup>2</sup> 2 York Court Records, 87.

<sup>3</sup> See for Weare's biography the index references to his name in this and the preceding volume of York Deeds, 9, 13, Savage's Gen. Dictionary of New England s. vv. Weare and Wyer, and 4 Maine Hist. and Gen. Recorder, 143.

er, now Mousam river. Major William Phillips was selling wild lands on the south side of Saco river up to the Little Ossipee; and beyond that boundary, Francis Small, an Indian trader, was acquiring land titles. Thomas Stevens had secured in 1673 an extensive Indian grant in Wescustogo, afterward North Yarmouth. Other Indian deeds are here recorded, on which rest titles in Phipsburg, Bath and Bowdoinham. The commissioners for New England had appointed justices of the peace to govern the duke of York's territory east of the Kennebec, and a book of records was opened at Damariscotta in 1665, but documents from Damariscove, Pemaquid, Jeremysquam and Wiscasset nevertheless found their way to the York registry.<sup>1</sup>

It appears that after the government of Maine had been committed to Justice Jocelyn and his associates, in 1665, the authorities at Boston prohibited the sale of arms and ammunition to the people here.<sup>2</sup> It is recorded also that in 1676 the general court of Massachusetts levied a war tax of ninepence in the pound (37½ mills) on property in York county and on the profits of tradesmen and mechanics, in addition to a poll tax of two and sixpence.<sup>3</sup> This is the oppressive tax of which 121 inhabitants of Maine complained to the king in 1678, asking him to restore the provincial government established by his commissioners.<sup>4</sup> But they were too late. Gorges had already sold his province to the agent of Massachusetts.

Ferdinando Gorges, it seems, visited New England in 1674. In August of that year he witnessed Nathaniel Fryer's conveyance of Champernon's island at Piscataqua to Thomas Deane of Boston.<sup>5</sup> Isaac Addington of Boston also witnessed the deed. He was then 29 years old, a surgeon by profession, but was afterward for many years secretary of the new province of Massachusetts Bay, chartered by William and Mary in 1691. It was in 1674 that the project of buying the Gorges claim was seriously taken in hand by Governor Leverett, who was so eager for it that he offered to be personally responsible for £500 of the purchase money.<sup>6</sup> The bargain was concluded in 1677.

<sup>1</sup> See besides the places named in this paragraph, Hollis and Dayton in the general index.

<sup>2</sup> *Infra*, fol. 194.

<sup>3</sup> *Infra*, fol. 191. Compare 3 Palfrey's *New England*, 230 n.

<sup>4</sup> 1 *Maine Hist. Coll.* 400. Williamson (1 *Maine*, 448 n.) estimates this tax at £157, 10s., but the petitioners complain that the three towns spared by the Indians, York, Wells and Kittery, were required to pay more than £3000.

<sup>5</sup> *Infra*, fol. 158.

<sup>6</sup> 3 Palfrey's *New England*, 312 n.

The original proprietor of Maine says, in his *Brief Narration of Undertakings for the Advancement of Plantations in America*, that he divided the province in 1639 into "eight bailiwicks or counties," and eight deputies to the general assembly were to be "elected by the freeholders of the several counties."<sup>1</sup> The names of two of these counties have now been recovered. In several conveyances recorded in the first book of deeds, Thomas Gorges mentions "Wells in the county of Somerset"; and in the second book, Edward Godfrey twice describes himself as "of Gorgeana in the county of Devon."<sup>2</sup> It appears that the eight counties included the plantations at Piscataqua, Agamenticus, Wells, Cape Porpoise, Saco, Black Point, Casco and Wescustogo or Pejepscot, and extended inland to the limit of the patent, 120 miles from the coast.

The Mason claim to the province of New Hampshire is also exhibited in this volume, so far as Robert Mason chose to press it in 1664. In October, 1666, the Maine justices sent Roger Plaisted to New York with dispatches for Governor Nicolls. The messenger was five weeks in making the journey, and longer in returning. The dispatches touched upon various topics, and for one thing notified the governor that the timber and especially the masts on the Mason property were like to be cut and carried away, unless the trespassers should be restrained, and recommended Nicholas Shapleigh of Kittery for agent to protect the premises. The governor sent back ten documents to be recorded. 1. A certified copy of an indenture from the New England council, April 22, 1635, conveying the lands of New Hampshire to Captain John Mason. 2. A certified copy of a grant by the council to Mason, on the same day, of the same lands, with authority to establish courts and govern the province. 3. A copy of the complaint of Robert Mason and others to King Charles II, alleging that the Massachusetts colony had deprived them of their lands and other property in New England "by strong hand and menaces." 4. The king's answer, Nov. 17, 1660, referring the complaint for examination to certain lords and gentlemen. 5. The report of the referees, finding that the Massachusetts people had in fact invaded and encroached upon the plantations and inheritances of the petitioners and other British subjects. 6. The petition of Robert Mason and another, asking the king to refer the matter to the further examination of the newly appointed commissioners for

<sup>1</sup> 2 *Brief Narration*, c. 3, 4.

<sup>2</sup> *Infra*, fol. 176, 177.

New England. 7. Robert Mason's letter, May 4, 1664, to Colonel Nicolls, one of the commissioners, enclosing, 8. A letter of attorney authorizing Nicolls to let any New Hampshire lands at his discretion, to collect the rents, and to appoint other attorneys under him at pleasure. 9. A letter of attorney from Nicolls to Nicholas Shapleigh, authorizing him to take care of the estate and especially to prevent the cutting of masts and other timber without license. 10. An abstract of Robert Mason's title, derived from his grandfather, John Mason. Rishworth was a week in copying these papers, which fill ten folios in the record book.<sup>1</sup>

At my request, Mr. Sargent undertook to prepare a sketch of the history of the Mason claim, to accompany and illustrate these documents. While engaged upon this work he was fortunate enough to hear of an important manuscript in the possession of Mr. Moses A. Safford of Kittery, who kindly allowed him to examine the book. It is a beautifully written and well preserved folio of 84 pages, containing a complete collection of the proofs of John Mason's title to property in New England. Most of the documents are certified by Richard Chamberlain, secretary of the province of New Hampshire, in the year 1683. Chamberlain was secretary from 1680 to 1686, and was a warm friend of Robert Mason, who in 1683 recovered thirty or forty judgments in New Hampshire against the principal landholders there. The inference is irresistible, that the Safford manuscript was offered as evidence of Mason's title at these trials. The judgments, however, were of little use to the proprietor. Nobody would take a lease of the property awarded to him, and as soon as the officers were out of sight the evicted tenants returned to their homes. Mason died in 1688, and three years later his sons sold their New England inheritance to a London merchant named Samuel Allen. John Usher, who had married one of Allen's daughters, was interested in the fruitless litigation which followed, and the Safford manuscript has been preserved in the Usher family for nearly two hundred years.

When Mr. Sargent came to examine this volume, he made a surprising discovery. There have been occasional references to a royal charter confirming John Mason's right to New Hampshire and conferring upon him powers of jurisdiction there. Robert Mason, in his petition to Charles II, claimed under a patent granted by his majesty's royal father,<sup>2</sup> and the lords and gentlemen to

<sup>1</sup> *Infra*, fol. 14—23.

<sup>2</sup> *Infra*, fol. 17, 18.

whom the petition was referred, reported that John Mason had letters patent under the great seal of England, granted by King Charles I. But the patent, if it ever existed, disappeared and could not be found. John Mason's will was made Nov. 26, 1635, and he died not long afterward. Sir Ferdinando Gorges is reported as saying in 1636, that Mason, if he had lived, would have taken a patent from the king. The historians of New Hampshire have generally accepted this statement, though it does not come from Gorges directly but at second hand through George Vaughan. And now, after two hundred and fifty years, Mr. Sargent found in the Safford manuscript a copy of the missing charter, granted Aug. 19, 1635, the only copy which is known to have survived to these days, authenticated by Secretary Chamberlain and preserved among other well known muniments of the Mason title.

In the introduction which follows this preface, Mr. Sargent prints the Mason charter by permission from Mr. Safford, and gives excellent reasons for regarding it as genuine. In the same manuscript, Mr. Sargent found a hitherto unpublished grant, Sept. 17, 1635, from Gorges to Mason, conveying a tract three miles wide on the eastern side of Newichewannock river, from the entrance of the river to its source. This grant belongs to the record of Maine land titles, and is printed in Mr. Sargent's introduction. Copies of both documents have been sent to Mr. John Ward Dean for his monograph on Captain John Mason, soon to be published by the Prince Society.

The manner in which the records at Alfred have been transcribed and printed, is described in the preface to the first book, where will also be found an explanation of the contractions in the text.

H. W. RICHARDSON.

## INTRODUCTION.

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THE series of documents printed on folios 14 to 23 in this volume, is of remarkable historical importance, and worthy of some space by way of explication.

Colonel Richard Nicolls was appointed by King Charles II one of the royal commissioners for New England, in 1664. He took up his residence in New York, where he resided for four years. By the power, recorded folios 19 and 20, Colonel Nicolls was appointed general attorney for Robert Mason, the grandson and heir of Captain John Mason, the patentee of the province of New Hampshire. Finding his place of residence so remote as to preclude that personal supervision requisite for the "managing & preservation of the sayd estate," availing himself of the power of substitution, Colonel Nicolls delegated his power to Major Nicholas Shapleigh, who had been recommended to him as a fit person by the Justices of Maine.<sup>1</sup> These documents were placed upon record in the province of Maine by Major Shapleigh to evince his authority.<sup>2</sup>

From a perusal of the deed and patent from the Council of New England to his grandfather, and from the statement of his title,<sup>3</sup> it is apparent that Robert Mason, at this time, rested his claim to the lands and to the quit-rents he expected to derive from the large number of settlers upon them, mainly upon the grants of 22 April, 1635; that he was more intent upon revenues than government, and although there are some suggestions as to acts of authority in his rather loose letter to Colonel Nicolls, in his practical power no such delegation of authority is attempted, but cold cash and regular rentals are aimed at.

These grants were embodied in the deed poll and the indenture, folios 14—15 and 15—17. Without entering upon a discussion of their technical differences, it is to be noticed that the second assumed to assign *jura regalia* and was to be upon the tenure of personal fealty and attendance.

<sup>1</sup> See fol. 19c.

<sup>2</sup> Jenness's New Hampshire Documents, 52.

<sup>3</sup> Folios 21—23.

That Mason ever had any other foundation for his claim besides the above and the previous grants from the Council of New England, of 9 March, 1621, and 7 Nov. 1629, has been vehemently denied by his opponents. The arguments adduced by such opponents against the existence of any royal confirmation of the above grants, or charter such as was granted by King Charles I in 1639 to Sir Ferdinando Gorges, of the province of Maine, are substantially the following:

1. The letter of George Vaughan to Ambrose Gibbons, dated London, 10 April, 1636, wherein he writes: "Mr. Mason being ded and S<sup>r</sup> Ferdinando [Gorges] minding only his one divityon. He teles me he is a geting a pattente for it from the king from Pascataqua to Sagadehocke, and that betwene Meremacke and Piscataqua he left for Mr. Mason, who if hee had lived would a tooke a pattent for that also."<sup>1</sup>

2. The fact that none of Mason's heirs ever attempted to assume government over the province by virtue of any royal confirmation of the above grants.

3. That Robert Mason did not produce in evidence any charter to the Lords Chief Justices in 1677, or before the King in Council in 1691.

4. Repetition of Belknap's mis-quotation of the Lords Chief Justices; he in his text making them report that Mason had "no right of government within the soil he claimed."<sup>2</sup>

5. That the Lords of Trade in a report to the King in 1753 say, "It is alleged that this last grant to Mason was ratified and confirmed by the crown by charter dated Aug. 19, 1635, with full power of civil jurisdiction and government, but no such charter as this appears upon record."<sup>3</sup>

To answer fully such allegations, with citations of all references pertinent, would protract argument beyond the limits of the space available for these *mémoires pour servir*; but a few suggestions are offered with the purpose of inviting discussion and the hope that others will be drawn out.

The alleged letter of Vaughan is open to suspicion: it is not improbable that it is an ingenious forgery, penned by the same crafty hand that wrote the bogus Wheelwright Indian deed,<sup>4</sup> in-

<sup>1</sup> 1 Belknap's History of New Hampshire, appendix xi.

<sup>2</sup> 1 Belknap, 168.

<sup>3</sup> 1 Belknap, 25 n.

<sup>4</sup> See Savage's exposition of this fraud in his notes to Winthrop's History, 486.

stigated by Mason's unscrupulous opponents.<sup>1</sup> Or, if it is conceded to be a genuine letter, Vaughan was one of the stewards whose interests, personal and family,<sup>2</sup> caused him to readily enter the opposition to his late employer's heirs, and such interested testimony, aside from its being confessedly merely hearsay, should be received with great caution.

When Robert Mason attained his majority the Commonwealth had been established in England, and though he did lay his petition before Parliament,<sup>3</sup> it was without much hope of obtaining relief. During the interregnum the few trespassing squatters upon his American inheritance increased to above a thousand families,<sup>4</sup> too numerous and powerful to be ejected or forcibly governed, and the opposition to a proprietary form of government, steadily growing among this increasing population, made the assumption of governmental rights and obligations distasteful to him.<sup>5</sup>

Upon the restoration, when he began his efforts to regain his grandfather's landed possessions in New England, Robert Mason was yet a young man. Two courses were open to him. He might assert the royal charter of 1635, from King Charles I, and with reasonable probability count upon royal favor and support; or he might rely on the grants and deeds of the fee from the Council of New England, contenting himself with some subordinate position in the government, and solacing himself for the loss of vice-regal dignities with a heavy rent roll.

Though Mason did not attempt to set up any proprietary government such as was authorized by the royal charter, he never ceased to assert his right so to do<sup>6</sup> until forced to select which course he would choose in the arguments at the hearing in 1677. Until then he was continuously endeavoring to obtain royal recognition and a confirmation, pending the consideration of his repeated offers to surrender his charter to the king<sup>7</sup> and to accept some smaller estate, with the view of enhancing the consideration he

<sup>1</sup> Palfrey's *New England*, 349, 350 and note.

<sup>2</sup> See George Walton's deposition, app. 396 to Adams's *Annals of Portsmouth*.

<sup>3</sup> Gardner's *Vindication of New England*, app. 41—46, ed. by Banks.

<sup>4</sup> *Infra*, fol. 19.

<sup>5</sup> Jenness, *New Hampshire Doc.* 73.

<sup>6</sup> Jenness, *N. H. Doc.* 73, 74, 79, 81, 82, 83, 86.

<sup>7</sup> *Ibid.*, 57, 60, 72. Folsom's *Maine Documents*, 14.

should receive for such surrender. The favor with which such proposals were regarded, is shown by the records.<sup>1</sup> Upon advice he then elected to base his claim upon the undoubted title to the lands by the three conveyances from the Council of New England repeatedly adjudged good and favorably reported upon.<sup>2</sup>

Having made such election it would have been futile to produce the charter in evidence, and by the advice of his counsel he refused to again submit the question of the validity of his charter, there being now no question raised by himself as to his rights thereunder, and that being already *res adjudicata*.<sup>3</sup> It would not have strengthened his title to the lands to have proved again that his ancestor had the right of government. On the other hand it might have prejudiced his recovery of the lands in controversy before a jury of the inhabitants, to whom such questions of title necessarily had to be submitted, who might have gone willingly to the length of submitting to the imposition of rents, but would undoubtedly have rebelled at being saddled with a proprietary government. The result of the trials in 1683, attests the shrewdness of this advice, for he did obtain favorable verdicts in the forty or more suits he brought to sustain his title.<sup>4</sup>

It is only necessary to compare the actual language of the Lords Chief Justices in their report<sup>5</sup> to understand how fallacious is Dr. Belknap's quotation alluded to above. Mason's counsel never "agreed he had no right of government within the soil he claimed"; they only "waived any pretence" thereto by virtue of the grants of government from the Council of Plymouth, "conceding that no such power or jurisdiction could be transferred or assigned [therein] by any colour of law." And as above pointed out, they declined to again go into the question of the validity of the royal charter, resting content when "the respondents did disclaim title to the *lands* claimed by the petitioners."

While it is almost incomprehensible that no copy of this charter of 1635 should have been discoverable upon record or on file, yet it must be remembered that up to the time of the hearing in 1677,

<sup>1</sup> See *inter alia* 2 Sainsbury's Colonial Papers, 706.

<sup>2</sup> Jenness, N. H. Doc. 96.

<sup>3</sup> 1 Belknap, app. xv. The Lords Chief Justices expressly say that they received from Mason and others "such papers of their cases as they were pleased to deliver," showing that they knew that all of Mason's extreme rights were not insisted on.

<sup>4</sup> 2 New Hamp. Prov. Papers, 583. 1 Belknap, 199, 200.

<sup>5</sup> 1 Belknap, app. xv.

no copy of the now recognized and conceded charter of 1639 to Gorges had been recorded or filed.<sup>1</sup>

There is a very strong probability that the elder Lord Clarendon took such copies or drafts as were on file in the state paper office, in 1662, when he was examining Robert Mason's claims, and when he received from Mason the records of the council for New England from 1620 to 1635. The records, and presumably the charter also, had not been returned at as late a date as May, 1678, and from the correspondence on record it is doubtful if either was ever discovered;<sup>2</sup> certainly the council records have never come to light.<sup>3</sup> This presumption is greatly strengthened by Lord Clarendon's language in his memoranda of "Considerations," etc.<sup>4</sup>

On the other hand it has always been asserted by Mason and his assigns that King Charles I did, on the 19 August, 1635, by royal charter confirm to Captain John Mason the estates granted by the Council of New England, with powers of government and civil jurisdiction. This is asserted in the petition of 1660,<sup>5</sup> by Mason and others, "That your petitioners by *pattents* granted by yo<sup>r</sup> Majestys most Royall *father*," etc.; and upon the production of "*divers letters Pattents*,"<sup>6</sup> examination of witnesses and a full hearing of the claims, the lords to whom this petition was referred, reported, "Wee find that Cap<sup>t</sup> John Mason, grandfather to Robert Mason, one of the petitioners, & Edw: Godfrey one other of the petitioners, *by virtue of severall letters patents under the great seal of England granted unto them & others by yo<sup>r</sup> Majestys late Royall father, by them selues & thejr assignes, have been in Actuall & quiett possession of severall tracts Prcells & devidissions of Land, in New England, as in & by the sd letters patents is particularly expressed.*"

Again in his and Gorges's petition to the King in 1677, Mason asserts his right to govern "*by virtue of Grants ffrom yo<sup>r</sup> Maj<sup>ts</sup> Royal Predecessors.*"

The agents of Massachusetts answer and combat Mason's claim to "the Title of Sole Proprietor of the Province of New Hamp-

<sup>1</sup> The agents of Massachusetts set forth that after diligent search "in the Chapel of the Rolls as in other offices," they had been unable to find a record of the alleged grants to Mason and Gorges. They therefore prayed that an order should issue to those claimants to furnish them with copies of the papers on which they relied. 3 Palfrey's New England, 305.

<sup>2</sup> 1 Palfrey's New England, 192, 193, notes.

<sup>3</sup> American Antiquarian Society's Proceedings, April, 1867.

<sup>4</sup> 2 Sainsbury's Colonial Papers, 706.

<sup>5</sup> *Infra*, fol. 17.

<sup>6</sup> Folios 17, 18.

<sup>7</sup> Jenness, New Hamp. Doc. 72.

sheir," admitting that it was claimed from "Six yeares after the obteyning of the Charter of the Massachusetts,"<sup>1</sup> i. e. from 1635.

Mason in his quarrels with his opponents in 1681, threatened that "if we [they] comply not w<sup>th</sup> him he will Immediately returne for England & reassume his Govern<sup>t</sup> of the place long Agone granted (as he saith) to his Ancestors, (though of late modestly by himselfe delivered up to yo<sup>r</sup> Maj<sup>ty</sup>) & then chuse his own Council & proceed as he thinks meet."<sup>2</sup>

John Tufton Mason and Robert Tufton Masen, sons and heirs of Robert Mason, by two deeds, dated 14 Oct. 1690,<sup>3</sup> and 27 April, 1691,<sup>4</sup> for £2750,<sup>5</sup> conveyed all their New England estates to Samuel Allen, a London merchant. The last deed contains this recital in the transfer of the muniments of title: "And alsoe all those Letters Pattents heretofore granted by his late Maj<sup>ty</sup> King Charles the first, and Cap<sup>t</sup>. John Mason Esq<sup>r</sup> Great Grandfather or Ancestor of them the said John Tufton Mason and Robert Tufton Mason, beareing date on or about the Nineteenth day of Aug<sup>t</sup> in the Eleaventh year of his said Reigne."

Hubbard, the Massachusetts historian, writing before 1694, states that Captain John Mason had his grant confirmed in the year 1635, though on another page he contradicts his own statement.<sup>6</sup>

In the statement of Allen's Title<sup>7</sup> printed in pamphlet form in Boston, 1728, is an abstract of the royal charter of 19 Aug. 1635.

Dr. William Douglass says: "Anno 1635, Aug. 19, King Charles, by patent, confirms this grant called New Hampshire, with power of government and jurisdiction (as in the palatinate or bishopric of Durham), with power of conferring honours;"<sup>8</sup> and again: "The corporation or company called the Council of Plymouth, or Council of New England, made many grants of property, but could not delegate jurisdiction; therefore to supply this defect, some of these grantees obtained additional royal charters with power of jurisdiction; Mr. Mason, 1635, Sir Ferdinando Gorge, 1639, obtained royal patents."<sup>9</sup>

In an advertisement by the claimants under Allen, printed in the Boston *Post Boy*, 20 Nov. 1749, the charter is also distinctly named and its date given.<sup>10</sup>

<sup>1</sup> Jenness, N. H. Doc. 74.

<sup>2</sup> *Ibid.*, 101.

<sup>3</sup> York County Court Files.

<sup>4</sup> 2 New Hamp. Prov. Papers, 535.

<sup>5</sup> Erroneously stated as £750 by Belknap, I, 239, and Palfrey IV, 207.

<sup>6</sup> Hubbard's History of New England, 89, 232.

<sup>7</sup> 1 Belknap, 25, "A Short Narrative of the Claim, Title and Right of the Heirs of the Hon. Samuel Allen, Esq., to the Province of New Hampshire," Boston, 1728.

<sup>8</sup> 1 Douglass's Summary (London, 1749), 418.

<sup>9</sup> *Ibid.*, II, 26.

<sup>10</sup> *Ibid.*, II, 24.

It appears certain, beyond any reasonable doubt, from the certificate appended to the copy of the royal charter, now for the first time printed, that the original charter was produced at the trial of the case, *Mason vs. Waldron*, at Great Island, in 1683, and that it, or this certified copy, was put in evidence; but so unscrupulous have been the means adopted to blot out all evidence of Mason's proprietorship, that the clerk of the supreme court at Exeter, writes officially, "I know of no record in the case of *Mason v. Waldron*. In the volume of provincial court records, for 1683 the pages presumably containing something *have been cut from the book* in the register's office."<sup>1</sup>

By the reasons of appeal in *Allen vs. Waldron*, in 1707,<sup>2</sup> it appears that the plaintiff put in "Royal grants," but in the printed papers of that case only the one from King James I to the Council of New England is preserved, while that from King Charles I has been abstracted from the files with the same sinister intent that prompted the mutilation of the court records.

Reasoning *a priori* there is nothing improbable in supposing Captain John Mason to have had influence enough with King Charles I to obtain this royal charter, since by such feudal grants in America, the Stuarts thought to establish a system of government which they considered suitable for this country. Everything points to a contrary conclusion. He had been governor of Newfoundland, governor of Portsmouth, treasurer and paymaster of the royal armies, and commissioned vice-admiral of New England, and so far from such a grant being an exceptional case, as Sullivan<sup>3</sup> from insufficient information stated, it was but a merited reward in recognition of his continued faithful services, placing him on an equality with the other participants in the royal bounty among whom the new world was then being parcelled out.<sup>4</sup>

This charter is here printed in full. Its very existence has been heretofore acrimoniously denied by interested parties. It has remained all these years in the possession of descendants of Lieutenant-Governor John Usher,<sup>5</sup> and is one of twenty-two manu-

<sup>1</sup> MS. letter from C. G. Conner, Esq. See also 4 Palfrey, 218.


<sup>2</sup> 2 New Hamp. Prov. Papers, 522.

<sup>3</sup> Sullivan's History of Maine, 307.

<sup>4</sup> See Mr. Richardson's Introduction to 1 York Deeds, 44.

<sup>5</sup> Usher married Elizabeth, daughter of Governor Samuel Allen. In his will (28 April, 1725) in devising some New Hampshire lands to his wife, he could not refrain from thus blutely commenting upon the family experience: "Sa. Allen dying before effected possession taken by Juo. Usher and sent on record Portsmouth Sa Allen Esq kept out possession lands in Mason's pattent grant as Legall Proprietor as on record & many hundred pounds for support and subsistence of sd Allen's family for which never charged one penny." MS. copy from Middlesex county files.

script charters, patents, deeds, commissions and other documents, copied into a sheep-bound large folio volume<sup>1</sup> of eighty-four pages, all of which aid in supporting the Mason and Allen claims; and all but the last three seem to have been collated for the use of the claimants' attorneys in 1623, the three last having been subsequently added for the use of Allen in suits afterward brought by him.

harles by the Grace of God King of England Scotland France & Ireland Defender of the faith &c To all to whome these presents shall come Greeting Whereas our trusty and welbeloved Servant Captain Iohn Mason Esq<sup>r</sup> Treasurer and Paymaster of Our Armies hath been an humble Suitor unto Us to grant and confirme unto him and his heyres a part and portion of the Country of America now commonly called or known by the name of New England in America hereafter in these presents described and to be described by the Meetes and bounds thereof with diverse and Sundry privileges and Iurisdictions for the welfare of the State of those Colonies that are and shalbe drawne thither and for the better Government of the people that shall live and inhabit within the Limits and precincts thereof Which part or portion Wee have heretofore amongst other things for Us our Heyres and Successors taken into Our actual and real possession and in default of Such actuall & reall possession formerly taken doe by these presents for Us our Heyres and Successors take the same into Our actuall and reall possession ~~Knowe~~ yee that of Our  
The Kings Grant Speciall grace certain knowledge and mere motion Wee have given granted and confirmed and by this Our present Charter for Us our Heyres and Successors Wee doe give grant and confirme unto the said Captain Iohn

<sup>1</sup> A full description of this historical discovery was printed in the Portland Daily Advertiser, Monday, April 11th, 1837, and copied by the Boston Evening Transcript the following Friday, and by the New Eng. Hist. and Gen. Register, in its July, 1837, number.

Mason his Heyres and Assignes All that part purport and portion of the Main land of New England aforesaid begining from the midle part of Naumkeck River and from thence to proceed Eastward along the Seacost to Cape Anne and round about the same to Pascataway harbour and Soe forwards up within the River of Newichewanock and to the furthest head of the said river and from thence Northwestwards till Sixty miles be finished from the first Entrance of Pascataway harbour And also from Naumkeck through the River thereof up into the Land West Sixty miles from which period to cross over land to the Sixty miles End accounted from pascataway through Newichewanock river to the Land Northwestwards aforesaid And also all that the South half of the Isles of Shoulds Together with all Islands and Islets as well imbayed as adjoining lying or abutting upon or neare the premises or any part or parcell thereof within five Leagues distance not otherwise lawfully granted to any by Speciall name All which part purport and portion of Lands Islands and premises now are and from henceforth shalbe called by the name of Newhampshire And also of Our especial grace certaine knowledge and mere motion Wee have given granted and confirmed and by this Our present Charter for Us our Heyres and Successors Wee doe give grant and confirme unto the said Captain Iohn Mason his heyres and assignes All that other parcell or portion of Lands woods and Woodgrounds lying on the Southeast part of the River of Sagadahock in New England aforesaid at the mouth or entrance thereof containing there Tenn Thousand Acres whichsaid other parcell of land now is and from henceforth shalbe called by the name of Masonia And also the Reversion and Reversions remainder and remainders of all and Singular the said lands Islands and premises dependant or expectant upon any estate or estates whatsoever upon record or not upon record be it for lease life or lives yeare or years fee taile or fee tailles or otherwise Together also with all the firme lands Soyles and grounds aswell

under water as above water and dry all the Shoares Creeks havons harbours bayes ports rivers waters lakes Mines Minerals and veynes of mettall aswell Royall of Gold and Silver as other be they Such mines minerals or veynes of mettall as are close and hidden in the earth or openly Seen

The fifth part of the oare of Gold & Silver is reserved |

in or upon the Earth (Saving only the fifth part of all the oare of Gold and Silver to remain to

Us Our Heyres and Successors) All Quarries precious Stones pearls ambergris and all fishings of what kind or kindes of ffish soever aswell pearle ffishing as others whether Royall ffishes as Sturgeons Whales or any other ffish by whatsoever name or names they or any of them are or shalbe called or knowne And all Such ffish whatsoever by him them or any of them to be taken And all and Singular profits benefits & commodities whatsoever happening growing or arising or to be happen grow or arise within or on the said tracts of land upon the Main/ and also within or on the said Islands or any of them and the Seas fflouds waters lakes and rivers within the said tracts of land on the main or the Islands and coasts of the same or any of them/

Licence to found Churches

And also all the advowsons and patronages of Churches whatsoever to be erected within the said tracts of the main land or Islands or any of them with licence and hability there to build and found Churches Chappels and Oratories in places fitting and convenient and to dedicate or consecrate the same or cause the same to be dedicated or consecrated according to the Ecclesiasticall lawes of this our Realme of England together also with all such and

All regall rights granted with the premises

as ample Jurisdictions prerogatives Royall rights royalties privileges ffranchises preheminences liberties powers Exemptions and immunities temporalities and hereditaments aswell by Sea as land and aswell within the said tracts of land upon the main aswell within the said Islands or any of them and the coasts of or on the same or any part or parcell thereof as now are or at any time heretofore have been had used or enjoyed or

of right ought to be or to have been had used or enjoyed by the now or any former Bishop of Duresme within the Bishoprick of Duresme or the County Palatine of Duresme within Our Realme of England or that Wee or any of Our Progenitors have heretofore granted or mentioned to be granted unto the now or late Company of Virginia or to the Governor & Company of Adventurers of the City of Westminster for plantation of the Isle of Providence Henrietta and the adjacent Islands lying on the coast of America or to any other Company body politique or corporate or to our right trusty and welbeloved Cecill Calvert Baron of Baltimore within our Realme of Ireland or any other Adventurer or Adventurers planter or planters of the Somer Islands Amazones or of any discoveries plantations or traficques of in or into any forreigne parts whatsoever and in as large and ample manner as if the same had herein been particularly mentioned and expressed although the same require otherwise more especiall words clauses & expressions And Wee doe for Us our Heyres and Successors by these presents make create and constitute him the said Captain Iohn Mason and his Heyres The true and absolute Lords and proprietors of the said portions or Tracts of Lands Islands and premises (except before excepted) Saving allwayes the ffaith and Allegiance and the Dominion directly due to Us our Heyres and Successors To have hold possess and enjoy the aforesaid parts purports and portions of Lands Islands and Islets and all and Singular other the premises and also the reversion and reversions remainder and remainders thereof and of every part and parcell thereof dependant or expectant as aforesaid unto the said Captain Iohn Mason his heyres and assignes To the onely and proper Use and behoof of him the said Captain Iohn Mason his heyres and assignes for ever To be holden of Us our Heyres and Successors Kings of England as of Our Castle of Windsor in our County of Berks in free and Common Soccage by fealty

The King makes  
the patentee ab-  
solute Lord of  
the province

The Habendum

onely for all manner of Services and not in Capite nor by Knights Service And also paying to Us our Heyres and Successors one Quarter of wheate after the measure in England called Winchester measure yearly upon the ffeast day of Saint Michael The Archangell to the hands of the officer or officers there in the parts of New England appointed for the receipt thereof And also the fifth part of all the Oare of Gold and Silver which shall happen yearly to be found gotten or obtained within the limits of the premises And that the severall parts and portions of lands & Islands soe described as aforesaid may be graced and dignified with Titles fitting Know yee that of our more ample Grace certain knowledge and mere motion Wee have caused the said Severall portions and tracts of lands and also the said Islands to be reduced into a Province And that out of the fullness of our power and prerogative for Us our heyres and Successors Wee doe erect create and incorporate the same into a Province and doe hereby name both the said tracts of Land upon the Main and the said Islands by the Generall name

The Name of  
the province |

of the Province of New Hampshire and doe also hereby name the said parcell of Land containing Tenn Thousand Acres by the particular name of Masonia within the province of Newhampshire and soe to be called reputed and taken for ever hereafter And that all the said Severall parcels of Lands Islands and Islets shalbe reputed and taken as parts parcels or member of the said province of Newhampshire aforesaid furthermore know yee therefore That for Us our Heyres and Successors Wee doe give and grant full power by the tenor of these presents unto the said Captain Iohn Mason (of whose ffaith wisdomes justice and provident circumspection Wee are very confident) and to his heyres for the good and happy government of the said province of Newhampshire to make what Lawes soever either pertaining to the publick state of the said province or to the private profit of all the Inhabi-

The Lord of the  
provhath power  
to make Lawes  
with consent of  
the freeholders

tants thereof according to his or their sound discretions by and with the consent and approbation of the freeholders of the same province or the major part of them or of their Legats or Deputies who Our will and pleasure is shalbe called together by the said Captain Iohn Mason and his Heyres or his or their Deputy or Deputies for the making

The Lawes to be  
proclaimed un-  
der the Seal of  
the Lord of the  
province |

of the said Lawes when and as often as need shall require and in the forme which to him and them shall seem best And to publish or proclaim the same under the Seal of the said Captain

Iohn Mason and his Heyres And Wee doe also give to him and them all manner of full power and authority duly to Execute the same upon all men within the said province and the limits of the same for the time being or under his or their Regiment and power either sailing towards it from England or from it towards England or to or from any other our Dominions or the Dominions of any Strangers whatsoever by imposition of mulcts imprisonment or any other coercion And if need be and that the quality of the offence require it by deprivation of life or member by him the aforesaid Captain Iohn Mason and his Heyres or by his or their Deputies Leiutenants and Iudges Justices Magistrates Officers and Ministers according to the true intent and meaning of these presents to be appointed and made And also

power to appoint  
Iudges &c.

power and authority to constitute appoint and ordain by Sea and Land any Iudges Iustices

Magistrates and officers whatsoever and for what cause soever and with whatsoever power and in the forme which to the aforesaid Captain Iohn Mason or his Heyres shall Seem best and to remitt relase pardon and abolish any crime or offences whatsoever committed within the limits of the said province either before Iudgement given or after Iudgement received and to doe all other things pertaining to or which shall or may concerne the accomplishment or execution of Iustice And also power to make and appoint Courts prætorian and tribunal and the formes of

Judgements and manner of proceedings therunto belonging although of them in these presents there be no express mention And also power to proceed upon hold and determine pleas in those Courts pretorian and tribunal in any actions Suites causes and matters whatsoever aswell criminall as civill personal real and mixt and pretorian by the Iudges by them to be chosen Which lawes soe as aforesaid to be published or proclaimed Our will and pleasure is and Wee doe Enjoine charge and command that in the most absolute fforme of Law that may be indeavoured the same may be kept and inviolably observed in those parts of all men Our Subjects and leige people and the Subjects and Leige people of Our heyres and Successors as farre forth as they shall concerne them And that also under the paines in the same expressed and to be expressed Soe as that the foresaid Lawes be consonant to reason and not repugnant or contrary

The Lawes must  
be agreeable to  
the Lawes of  
England |

(but as farr forth as conveniently may) be agreeable to the Lawes Statuts Customes and Ordinances of this Our Realme of England And because in the Government of soe great a province Suddain chances and occasions may happen unto which there wilbe a necessity of applying remedy before the ffreeholders of the said province or their legates or Deputies can be called together to the making of Lawes Neither will it be fitting continually in like cases arising to call together soe much people Therefore for the better Government of the said province Wee will and ordain by these presents for Us our heyres and Successors Wee doe grant unto the foreSaid Captain John Mason and his heyres That he the said Now Captain Iohn Mason and his Heyres by himself or by his or their Magistrates and officers in that behalf duly as aforesaid to be appointed shall and may make ordain and constitute ordinances fitting and wholesome from time to time within the said province to be kept and observed aswell for the preservation of the peace as for the better Government of the people there abiding and shall publicly notify the

same unto all persons whom it doth or may any wayes concerne Which ordinances within the said province Our will is shalbe inviolably observed under the pains therein expressed Soe as the same ordinances be agreeable unto reason and not repugnant or contrary but (as far forth as conveniently they may) be agreeable to the Lawes Statuts and Ordinances of our Realme of England and soe as the same ordinances extend not themselves unto the right and interest of any person or persons for or in his life member or freehold goods or chattels to be distrained constrained restrained bound charged or taken away in any manner And Wee are graciously pleased and for Us our Heyres and Successors Wee doe publish and declare grant and agree to and with the said Captain Iohn Mason and his Heyres for all times hereafter and for all causes That Wee our heyres and Successors will not make ordain nor appoint or otherwise (then as aforesaid) suffer or assent unto any Lawes or ordinances to be made ordained or appointed within or for the said province of Newhampshire nor suffer any Generall Governor by Us to be constituted to doe any Act by colour of any Commission to him granted or to have any power or authority thereby to doe anything which shall extend unto the right or interest of any person or persons within the said province for or in his or their life or lifes member or members lands or tenements goods or chattels whatsoever to be distrained constrained restrained bound charged or taken away

The power of  
the Generall  
Governor over  
the province

And also that the said Governor from time to time to be constituted shall not have any power to extend his authority in any wise to hinder the due Execution of any the Lawes which shalbe made from time to time within the said Province of Newhampshire according to the true intent and meaning of this Our present Charter And that all lawes or ordinances to be made contrary to the effect intent and true meaning of these presents shalbe void and shalbe holden for none Nevertheless our will and pleasure is that it shalbe lawfull by the tenor of

these presents to and for all the people there abiding and  
 inhabiting from time to time to apply themselves  
 unto Such a Generall Governor as from time to  
 time shalbe constituted and sent over into the  
 parts of New England aforesaid for the gov-  
 ernment of the whole Country and Territory of New Eng-  
 land aforesaid and the people there Who shall from time to  
 time be chosen and appointed by Commission from Us Our  
 heyres and Successors for that purpose And to appeale unto  
 him in manner according unto or as neer as conveniently can  
 be done to the order of proceedings in like cases within Our  
 Realme of England for remedy (if there be cause) within  
 ffourty Dayes after any Iudgment decree or sentence in any  
 cause or causes given against them or any of them touching  
 the matter of any such ordinance or ordinances as by Us our  
 heyres and Successors under our Great Seal of England  
 from time to time hereafter shalbe appointed for the better  
 preservation and conservation of the peace better safety  
 defence and Government of the said Country and Territories  
 of New England and the people there If before such Iudge-  
 ment Decree or Sentence the same ordinances shall not be  
 received made and become the Law or Lawes of or within  
 the said province of Newhampshire aswell as other the lawes  
 of the said province and according to the manner of and for  
 making of lawes there by Us herein appointed as aforesaid  
 And that the said Governor shall have power by the tenor  
 of these presents in manner according unto or as neer as  
 conveniently may be done to the order of the proceedings in  
 like cases within Our Realme of England by his final Iudge-  
 ment Decree or Sentence to determine the matter (upon any  
 Such appeal) according to Iustice and the true intent and  
 meaning of such ordinances Moreover that the said province  
 and the people that shall increase and have  
 recourse to the same may be made more happy  
 and prousperous and may be the more secure and  
 free from the invasion of the barbarous people

Liberty to all  
 men to appeal  
 to the Gen<sup>l</sup>  
 Governor

Licence for all  
 Peons to trans-  
 port themselves  
 into the P<sup>r</sup>vin.

and of other Enemies pirates robbers and Such as may threaten to make a prey of them hereafter Therefore for Us our heyres and Successors Wee doe give and grant by these presents licence and liberty unto all persons both Our Subjects and leige people for the present and the Subjects and leige people of our heyres and Successors in future time (except Such as shalbe Specially interdicted) to transport themselves and their families to the said province with convenient ships and company fitting And to plant inhabitt settle and continue there without any restraint or command to the contrary And also that no Ship nor marriner victuals ordnance artillery or habiliments of warr sett forth or employed for any Such voyage or belonging to the said province of Newhampshire or to any the inhabitants thereof shall not at any time hereafter be stayed either at Sea or in harbor unless it be for the necessary defence of

To build fforts  
&c.

Our Dominions only And Wee doe also grant unto them licence to erect and build fforts Castles and ffortifications at the good liking of the said Captain Iohn Mason and his heyres and to furnish them at all points compleat for the publick defence and their owne The Statuts concerning ffugitives or any other Statute to the contrary thereof in any wise notwithstanding And also Our will and pleasure is and of our more free grace for Us

The province to  
be in allegiance  
to the King

All children  
born therein are  
free Denizens of  
England & Ire-  
land.

our heyres and Successors Wee doe firmly give in charge ordain and command That the said province be in allegiance to Us and that all and Singular the leige people of Us our heyres and Successors drawne or to be drawne into the said province and the Children coming by descent from them or from others whether now borne or hereafter to be borne may be and shall be free Denizens and the leige people of Us our heyres and Successors of Our Kingdoms of England and Ireland and in all things shalbe holden reputed and had as the faithfull leige people of Us our heyres and Successors originally Springing up within our Realme of England And

also may enjoy by discent purchase receive and take have hold buy and possess lands tenements revenues Services and other hereditaments whatsoever within our Realme of England and other Our Dominions of inheritance or otherwise and may use and enjoy the Same And may give Sell alien and bequeath the Same And also shall have and possess all the liberties franchises and priviledges of this Our Realme of England quietly and peaceably and may use and Enjoy the same as well as Our leige people born within Our Kingdome of England or taking their originall there without any impediment molestation vexation impeachment or greivance of Us our heyres or Successors whatsoever Any Statute act ordinance or provision to the contrary thereof Notwithstanding furthermore that our Subjects may be invited to this expedition with alacrity of mind Know yee that of our Special grace certain knowledge and mere motion Wee doe give and grant aswell to the said Captain Iohn Mason and his heyres as unto all others from time to time inhabiting or having Commerce with the Inhabitants of the said province for the advancement of the profit of the said province licence to carry all and singular goods aswell moveable as immoveable horses Mares goates Swine asses and all other kinds of beasts and cattle and all wares marchandise and commodities of what kind soever and all other things whatsoever necessary for food or rayment or for manuring or tilling the Earth (By the Lawes and Statuts of o<sup>r</sup> Kingdoms and Dominions not prohibited) unto any our ports or the ports of our heyres and Successors and to putt aboard and load them into any Ships and to export and transport the Same into the Said province of Newhampshire by himself or his or their Servants and assignes And also

**To transport all  
Sorts of Armes** licence to export and transport any Armor ordnance powder shott artillery or any other habiliments of warr defensive or offensive for the publick benefitt defence and safety of the said province and themselves without any impediment of Us our heyres and Suc-

cessors or of any officer of ours or of our heyres and Successors Saving unto Us our heyres and Successors the impositions customes and other duties for the same things goods and Marchandise due and payable any Statute Act ordnance or other thing whatsoever to the contrary notwithstanding And because in such a remote Country seated amongst soe many barbarous Nations invasions may be feared aswell of those barbarous people as of other Enemies pirates and robbers Wee have likewise given and by these presents for Us our heyres and Successors Wee doe give power and authority unto the said Captain Iohn Mason and unto his heyres and assignes by him or them or his or their Captains and other officers over all men of what condition Soever or from whencesoever derived being within the Limits of the said

To pursue Enemies by Sea and land |

province for the time being To call them to their Ensignes to Musters and to take armes and encounter the Enemies or robbers infesting those parts and if God give victory to putt to flight expell and chase them out of the said province and to pursue them by Sea and land beyound the Limits of the said province and to take them or any of them And the Captives by the Iustice of Warr to put to death or at their pleasure or for their service to preserve and keep And also by force of Armes to recover from any person or persons All such Lands Territories places Ships barques boates goods and

to make Reprisals

chattels as shalbe taken from them or any of them Or in defect of such recovery to releive themselves upon the parties doing injury or any other of the same Nation or Nations by way of reprisals and taking their ships and goods and men or otherwise as they shalbe able for recompence and Satisfaction of any Such loss and damage as they or any of them shall sustaine in any such case and to doe and performe all things which to the duty and office of Captain Generall of an Army doe belong or have been accustomed to appertain as fully and freely as any Captain General of an Army hath had Our

will and pleasure is also and by this our present Charter Wee doe give power liberty and authority unto the said Captain Iohn Mason and his heyres as in case of Rebellion suddain tumult or sedition if any (which God forbid)

should happen to arise either upon the Land  
To use Martial Law in case of Rebellion within the Said province or upon the main Sea in the Voyage Sailing towards the said province

or from the said province by him or them or his or their Captains Deputies or other officers under his or their Seals thereunto deputed unto whom also by the tenor of these presents Wee doe for Us our heyres and Successors give and grant most ample power and authority against all such insurrections and the seditious Authors thereof and against such as shall withdraw themselves from his or their Government raising warr Traytors fugitives Vagabonds or any of them being Delinquents contrary to the order custome and disciplin of warr That they may be handled and dealt with according to the Law of Armes as freely and in as ample manner and forme as any Captain General of an Army by virtue of his office may use the same

To conferre Titles of honour or hath been accustomed to doe furthermore least unto men honestly born and applying themselves to the present expedition and well deserving at our hands and of our Kingdoms both in peace and warr The way to hono<sup>r</sup> and renowne might seem difficult and hard to find in soe remote and farr distant a Country Therefore for Us our heyres and Successors Wee doe give liberall and full power unto the aforesaid Captain Iohn Mason and his heyres to conferre favours and honours upon well deserving Cittizens and persons inhabiting within the said province And to dignify them with any titles and Dignities whatsoever (soe they be such as in England now are in use) according to his or their pleasure And also liberall and full power

To create Citties and Burroughs to create villages into Burroughs and Burroughs into Citties and to constitute and appoint such and soe many ffaires and Markets in them

or any of them for the more conveniency of the Inhabitants and their continuance in those places and for the better settling and incorporating them with meet privileges and immunities and to doe all and Singular such other things whatsoever concerning the premises as to him or them shall seem to be most meet and convenient although they shalbe be such as of their owne nature doe require a more especial Commission or Warrant then in these presents is Expressed Our will and pleasure is also and by these presents for Us our heyres and Successors Wee doe give and grant unto the foresaid Captain Iohn Mason his heyres and assignes and unto all the Dwellers and Inhabitants of the said province of Newhampshire whatsoever both for the present and future times Licence by this Our Royall Charter to export and bring all manner of wares and marchandise whatsoever of the fruites and Commodities out of the said province either Land Commodities or Sea Commodities by him or them his or their servants ffactors or assignes unto any the ports of Us our heyres or Successors both of England and Ireland and freely to import and bring in and to unloade or otherwise dispose of the same and if need be to take and load againe in the Same Ships or in any other the same wares within one years continuance after the unloading therof and shalbe able to export and deporte them into what Countries they please either ours or fforreigne in amity with Us our heyres and Successors freed and discharged by the Tenor of these presents of and from the payment of any Customes Subsidies taxes or duties other then the payment of ffive pounds p Centum only according to the ancient trade of Marchandise heretofore used for wares marchandise and commodities due & payable unto Us our heyres and Successors And our will and pleasure is and for Us our heyres & Successors by the tenor of these presents Wee doe publish and declare that for and upon the paym<sup>t</sup> of the said ffive pounds p Centum Wee doe freely exonerate acquitt and discharge the same Wares goods and Marchandise soe to be

imported transported or exported as aforesaid And Wee doe hereby Streightly charge and command our Lord Treasurer under Treasurer or any Commissioners for our Treasury the Barons of our Exchequer and all other our officers Customers and Ministers for ever hereafter upon the veiw of this Our Royall Charter or the Inrolment thereof to Exonerate and acquitt the same according to the Tenor of this our Royall Grant beyound which Wee will not greive the inhabitants of the said province of Newhampshire nor any of them And furthermore of our more especial Grace certain knowledge and mere motion for Us our heyres and Successors Wee doe grant unto the said Captain Iohn

To Erect ports  
& kayes for  
Shipping goods.

Mason his heyres and assignes full and absolute power and authority to make erect and constitute within the province aforesaid such and soe many Sea ports keys for shipping creeks and other places of lading or unlading and laying downe or landing of goods and Marchandise out of Ships boates and other vessels and to loade in the same and in such and soe many places and with such rights Iurisdictions liberties and privileges to the same ports belonging as unto him or them shall seem most expedient and that all and Singular Ships boates and other vessels whatsoever by reason of trafick or marchandising going and coming to and from the said province shalbe laden and unladen at those ports soe by the said Captain Iohn Mason his heyres and assignes to be erected and appointed as aforesaid and not elsewhere any use custome or any other thing to the contrary thereof Notwithstanding Moreover our will is and Wee doe appoint and ordaine and

Tolls & Subsidies  
to the Lord  
of the province

by these presents for Us our heyres and Successors Wee doe grant unto the aforesaid Captain Iohn Mason his heyres & assignes from time to time for ever To have and enjoy all such Tolls and Subsidies in the ports and keys for Shipping and all other Creeks and places aforesaid within the province aforesaid payable and arising for the marchandise and goods there

to be loaden and unloaden as by the said Captain Iohn Mason and his heyres within the said province from time to time as cause or occasion shall require shalbe reasonably

To assess Taxes  
and Subsidies |

assessed in that behalf unto whome by these presents for Us our heyres and Successors Wee doe give power for any just cause by due proportion to assess and tax Tolls and Subsidies there as aforesaid And furthermore of our Special grace certain knowledge and mere motion Wee have given granted and confirmed and by these presents for Us our heyres and Successors Wee doe give grant and confirme unto the foresaid Captain Iohn Mason his heyres and assignes full and absolute licence power and authority That the aforesaid Captain Iohn Mason his heyres and assignes from time to time for ever hereafter at his and their free will and pleasure shall or may assigne alien grant dimise or Enfeoffe soe many Such and soe great parts or parcels of the premises to any person or persons willing to purchase the same as he they or any of them shall find convenient To have and to hold to such person and persons as shalbe willing to take or purchase the same to them and their heyres and assignes in ffee simple ffee tayle or for terme of life or lifes or for yeares To be holden of the said Captain Iohn Mason his heyres and Assignes by Such and Soe many and soe great Services customes and Rents as unto him the said Captain Iohn Mason his heyres and assignes shall Seem good and pleasing and immediately of Us our heyres and Successors And unto the same person and persons and to every of them Wee doe give and for Us our heyres and Successors Wee doe grant Licence and authority and power That such person and persons the premises or any part or parcell thereof of the abovesaid Captain Iohn Mason his heyres and assignes may receive and take and may held to him and his assignes or to his heyres of any estate of inheritance in ffee simple or ffee tayle or otherwise as unto them and the now Captain Iohn Mason his heyres

To grant estates  
& a confirmation |

and assignes shall seem expedient The Statute made in the parliament of King Edward the Son of King Henry late King of England Our progenitor commonly called the Statute of Quia Emptores terrarum in our Realme of England in times past made or any other Statute Act ordinance use law or custome or any thing clause or matter to the contrary thereof heretofore had made ordained or provided in any wise notwithstanding And unto the said Captai Iohn

Mason and his heyres Wee doe for Us our heyres and Successors grant licence by these presents to create into Mannors any particular lands within the said province and in every Severall Mannor to have and hold Severall Courts Baron and to doe and performe all things which to a Court Baron belongeth And also to have veiw of ffrank pledges for the conservation of the peace and the better government in those parts by him or them or his or their Stewards When those Mannors shalbe constituted being Lord or Lords of those Mannors for the time being and to have and use all things which to the veiw of ffrank pledges doe belong or appertain And furthermore our will is and by these presents for Us our heyres and Successors Wee doe covenant grant and agree to and with the afore-said Captain Iohn Mason his heyres and assignes That if he or they shall at any time hereafter upon any doubt which he or they shall conceive concerning the Strength of this Our present Grant be desirous to renew the same from Us our heyres and Successors with amendment of Such imperfections and Defects as shall appeare fitt and necessary to be

**To erect Courts  
Baron**  
  
**The King cove-  
nants to make  
better assurance  
if desired**

performed and amended by Us our heyres & Successors That then upon the humble petition of the said Captain Iohn Mason and his heyres Such further and better assurance of all and Singular the said tracts and portions of Lands Islands and premises and of all and Singular other the privileges herein mentioned to be granted shall from time to time by Us our heyres and Successors according to the true intent of

these Our Letters patents be granted unto the said Captain Iohn Mason his heyres and assignes as by Our Attorney Generall or Sollicitor Generall of Us our heyres and Successors for the time being and the learned Counsell of the said Captain Iohn Mason his heyres & assignes shalbe reasonably devised or advised And furthermore our will and pleasure is and by these presents for Us our heyres and Successors Wee doe covenant and grant to and with the foresaid Captain Iohn Mason his heyres and assignes That wee our heyres and Successors will not impose at any time hereafter any impositions or customs or other taxations how Small Soever or any other contributions whatsoever nor doe nor cause to be imposed in or upon the dwellers or inhabitants of the foresaid prouince of Newhampshire for their goods lands or Tenements within the same prouince or upon any Lands Tenements goods or chattles within the said prouince or in or upon any the goods or merchandise within the said prouince or within any of the ports or Ships Keys of the said prouince to be laden or unladen And that this our Declaration in all Courts Judgement Seats and before any the Iudges of Us our heyres and Successors shalbe sufficient for the Exemption freedom and acquitting thereof from time to time to be received or allowed And Our pleasure is and for Us our heyres and Successors Wee doe will and command giving in charge unto all and Singular officers and Ministers

of Us our heyres and Successors injoining them on pain of our high displeasure That they doe not presume to attempt any thing to the contrary of the premises at any time or goe against the same by any means but shalbe aiding and assisting unto the said Captain Iohn Mason and his heyres and to the aforesaid inhabitants of the said prouince called the prouince of Newhampshire or of any part or parcell thereof and the Marchants aforesaid their Servants ministers ffactors and assignes in the fullest use and fruition of this our Charter and the benefitt thereof att all times as it becometh them

None to attempt  
any thing against  
the tenor of this  
Chart

The province is  
ordained to be  
in Subjection to  
the Crowne of  
England |


And our will is also and for Us our heyres and Successors Wee doe declare and ordaine That the said province of Newhampshire shalbe immediately Subject to our Crowne of England and dependant upon the Same for ever And if it shall happen that any doubt or questions shall hereafter arise about the true sense and meaning of any word clause or Sentence in this our present Charter contained Our will is and Wee doe charge and command that in all interpretations to be made thereof in all Our Courts & Judgement Seates the Same shalbe taken and adjudged most beneficiall and favourable unto and for the Said Captain Iohn Mason his heyres and assignes provided alwayes that noe interpretation be made whereby the Sacred word of God and true Christian Religion or the Allegiance due to Us our heyres and Successors may receive or suffer any prejudice diminution or disgrace And lastly Our will and pleasure is and by these presents Wee doe publish and declare and for Us our heyres and Successors Wee doe grant and agree to and with the said Captain Iohn Mason his heyres and assignes That these our Letters patents and all and Singular grants Clauses and things therein contained shalbe and continue firme Strong and effectual in Law and shalbe construed reputed and taken aswell to the intent and meaning as to the words of the Same most gracious and favourable and to the benefitt of the said Captain Iohn Mason his heyres and assignes any omission misinformation or defects in these presents or any Lawes Statuts or other clauses or matters to the contrary Notwithstanding and although express mention be not made of any gifts or Grants by Us or any of our progenitors or predecessors to the foresaid Captaine Iohn Mason his heyres and assignes heretofore made And Notwithstanding the misreciting or not rightly and truly reciting of any Letters patents Grant or Grants heretofore made of the premises or of any part thereof or of any particular thing therein contained or Notwithstanding any misnaming or not

nameing of any the said Lands Island or Islands or any of them or the places degrees or coasts wherein or whereupon they be or any Statute act ordinance provision proclamation or restraint to the contrary thereof heretofore had made ordained or provided or any matters clause or thing whatsoever to the contrary in any wise Notwithstanding In Witness &c Witness Our Self at Westminster the Nineteenth Day of August 1635 and in the Eleaventh year of Our Reign/.

This is a true Copie examin'd  
& attested by  
Ric : Chamberlain  
Secretary of y<sup>e</sup> Province of  
New : Hampshire & Clerk  
of His Ma<sup>ties</sup> Councell there.

Richard Chamberlain was himself a Counsellor of the Inns who had been recommended for his familiarity with law,<sup>1</sup> one not likely to be deceived in the minutiae of his own profession, a man of strict probity, who must have had the original charter before him before he would have attested this copy after examination.

Another of the documents, being the twelfth in the series above described, is here given space, because of its material bearing upon the unwritten history of Maine. It was made use of in the suit *Allen vs. Spencer*, tried at Wells, 1704.

his Adventure made the Seaventeenth day of September Anno Dom<sup>i</sup> 1635 and in the Eleaventh yeare of the Reigne of Our Sovereigne Lord Charles by the grace of God King of England Scotland france and Ireland Defender of the ffaith &c Between Sir fferdinando Gorges of London knight on the One part and Captain Iohn Mason of London

<sup>1</sup> 3 Palfrey's New England, 406 n.

Esquire on the other part Wittnesseth That whereas our late Sovereign Lord King Iames of Blessed memory by his highness Letters patents under the Great Seal of England bearing date at Westminster the Third day of November in the Eighteenth Yeare of his highness reigne over the Realme of England ffor the considerations in the same Letters patents expressed hath absolutely given granted and confirmed unto the Councill established at Plimouth in the County of Devon ffor the planting ruling ordering and governing of New England in America and to their Successors and assignes for ever All the Land of New England aforesaid lying and being in breadth from ffourty Degrees to ffourty Eight Degrees Northerly Latitude inclusively Together with all firm lands Soyles grounds havons ports rivers waters ffishings hunting hawking fflowing and all mines and minerals aswell Royall mines of Gold and Silver as other mines & minerals and all and Singular other commodities Jurisdictions Royalties priviledges and preheminences as by the said Letters patents amongst diverse other things therein contained more at large it doth and may appeare And Whereas the said Councill established at plimouth in the County of Devon ffor the planting ruling ordering and governing of New England in America of the One part and the said Sir fferdinando Gorges of London knight on the other part ffor the considerations in the Same Indenture contained have given granted aliened barganed sold Enfeoffed and confirmed unto the said Sir fferdinando Gorges his heyres and assignes for ever All that part purpart or portion of the main land of New England aforesaid begining at the Entrance of pascataway harbour and soe to pass up the same into the river of Newichewanock and through the same unto the ffurthest head thereof and from thence Northwestwards till Sixty miles be finished And from pascataway harbour aforesaid Northeastwards along the Sea coast to Sagadahock and up the river thereof to the river of Kenebeck and through the Same unto the head thereof and soe up into the land Northwestwards untill Sixty

miles be finished ffrom the mouth or Entrance of Sagadahock ffrom which period to cross over land to the Sixty miles End formerly accompted up into the Land ffrom pascataway harbour through Newichewanock River (which amongst other Lands are granted unto the said Sir fferdinando Gorges) Together with all mines and minerals aswell royall mines of Gold and Silver as other mines and minerals precious Stones Woods marishes rivers waters fishings hawking hunting and fflowling and all other Royalties Jurisdictions privileges preheminces profits and commodities whatsoever with all and Singular their appurtenances with all other privileges liberties and immunities which shall or may arise within the said Limits and precincts aforesaid as by the Said Indenture more at large it doth appeare Now therefore this Indenture further Wittnesseth That the Said Sir fferdinando Gorges for diverse good causes and considerations him hereunto especially moving hath granted aliened bargained Sold enfeoffed and confirmed and by these presents doth grant alien bargain Sell enfeoffe and confirme unto the Said Captain Iohn Mason his heyres and assignes All that part or portion of land beginning at the Entrance of Newichewanock river and Soe upwards amongst the Said river and to the ffurthest head thereof and to containe in breadth through all the length aforesaid Three miles within the land from every part of the said River and half way over the said river Together with all and Singular harbours creekes marishes woods rivers waters lakes mines and minerals aswell royal mines of Gold & Silver as other mines and minerals precious Stones fishings hawking and fflowling and all other royalties Jurisdictions privileges preheminences profits commodities and hereditaments whatsoever with all and Singular their and every of their appurtenances with all other privileges liberties immunities escheats and casualties thereof which shall or may arise within the Limits and precincts aforesaid To be holden of his Majesty his heyres and Successors as of his highness Mannor of East Greenwich in the County of Kent

in free and Common Socage and not in Capite or by knights Service yeelding and paying to his Majesty his heyres and Successors the fifth part of the Oare of Gold and Silver that from time to time and at all times hereafter shalbe there gotten had and obtained ffor all services duties and demands as in and by the said recited Letters patents are reserved To have and to hold all the said part or portion of Land and all other the said bargained premises with their and every of their appurtenances unto the said Captain Iohn Mason his heyres and Assignes To the onely and proper use and behoof of him the said Captain Iohn Mason his heyres and assignes for ever And to be enjoyed as fully freely and in as large ample and beneficiall manner and forme to all intents and purposes whatsoever as he the said Sir fferdinando Gorges by virtue of the said recited Indenture might or ought to have hold and enjoy the same or any part thereof In Wittness whereof the said parties to these present Indentures interchangeably have Sett their hands and Seals the Day and Yeare first above written

Sealed and Delivered  
in the presence of  
Mathew Bradley  
Roger Beal  
Iohn Moor/ Ser.

fferd. Gorges.

This is a true Copie  
Edw Cranfield/

B : Sargeant.

Rich : Povey.

I am under obligations for valuable hints, of which I have availed myself, to Mr. H. W. Richardson, of the Maine Historical Society, to Hon. Charles H. Bell, of Exeter, N. H., and to Mr. John Ward Dean, of Boston.

WM. M. SARGENT.

## REGISTER'S CERTIFICATE.

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**State of Maine.**

**COUNTY OF YORK, ss:**

This may certify that the following printed volume is a true copy of the second book of records of the Registry of Deeds for this County; that I have read and compared the same with the original records; and that all accidental variations that have been detected are noted in the table of errata on the following page.

**Attest :**

*Justin M. Leavitt*

**Register of Deeds for York County.**

# ERRATA.

The sign — is used below, when the line indicated is numbered backward from the end of the folio.

Folio	2 line	14	for	the 8 <sup>th</sup>	read	8 <sup>th</sup>
8		59	after	alsoe	insert	all
15		46	"	Pattents	"	may
22		14	"	priviledges	"	whoever
27		—5	"	outward	"	earthly
37		32	for	Considerations	read	consideration
34		15	after	heyres	insert	executors
38		40	"	heyres	"	executors
42		50	"	use	"	intent
42		—1	"	affection	"	which
44		9	"	intent	"	or
44		27	"	Cummitted	omit	&
50		33	"	his	insert	&
50		48	"	done	omit	or to be had mad committed
63		37	"	six	insert	miles [suffered or done
64		24	"	and	"	for
64		—12	"	younger	"	and
65		34	"	therewith	"	to
69		2	"	Madener	repeat	of
86		25	"	along	insert	by
92		44	after	Febru:	insert	70
92		—2	for	y <sup>e</sup>	read	y <sup>e</sup>
119		40	"	of	"	the
122		—13	"	aforesd	"	&
127		17	for	these	read	the s <sup>d</sup>
127		41	after	executors	insert	Administrators
125		29	"	Acers	repeat	to make
130		52	"	sould	insert	granted
132		—24	"	them	"	or either of them
133		14	"	within	"	written
137	passim	for		Reddigoe	read	Riddigoe
138		30	after	much	insert	that
158		—19	"	Junio <sup>r</sup>	"	now
159		51	for	the	read	his
159		—26	after	house	insert	now
159		—18	"	decease	"	my
163		14	for	harmeleess	read	harmess
168		—37	"	y <sup>ro</sup>	"	y <sup>ro</sup> to
166		—44	"	Ater	"	After
167		23	"	Kettle	"	Kettle
167		62	after	money	insert	or
172		87	for	doth now	read	now doth
172		—8	before	from	insert	&
173		—40	after	Phillips	"	& Bridget
174		—66	"	tytle	"	right
178		6	"	PrCELL	"	there
179		37	"	Acers	"	&
182		44	"	&	"	at
183		17	"	hee	"	nor
187		80	"	Infeoff	"	allene
188		—57	for	Gyne	read	Gydne
188		65	after	ReCords	repeat	of
189		5	"	have	insert	the
189		—64	for	of of	read	of
189		—29	after	fully	insert	to
191		48	before	Abumhaman	"	the mark of

# YORK DEEDS.



[1] A deposition of Nicholas Frost aged about sixty  
yeares/ or there abouts/

Nic<sup>e</sup> Frosts  
Deposition      This Deponent sayth, that about sixteen or  
seaventeen yeares since, Thomas Crockett had  
possession of a necke of Land In Spruse Cricke,  
lijng on the North side of the Cricke, against his feild, that  
hee now hath. His possession was had by falling Tymber &  
Clearing ground, and made preparation to build an house  
vpon the sd Land/ & further sayth not/ Taken vpon oath  
before mee Nicholas Shapleigh/

this 30<sup>th</sup> of the 4th 1658 :

vera Copia transcribed out of the originall, & there with  
Compared this 12<sup>th</sup> day of Febru : 1665 :

p Edw : Rishworth Re : Cor :

#### The Deposition of Robert Mendum/

Being sworn sayth, twelue or 13 years since Thomas  
Crockett & Thomas Beeson did fall Tymber to Saw vpon  
the necke of Land over against Thomas Crocketts feild/ &  
further sayth not/ Dated the 29<sup>th</sup> day of the 4th Moenth  
1658 : Sworn before mee Thomas Withers/

A true Coppy of Robert Mendums Deposition tran-  
scribed out of the originall & therewith Compared  
this 12<sup>th</sup> of Febru : 1665 p Edw : Rishworth Re : Cor :

The Deposition of Nicholas Frost aged about seaventy  
yeares/ Testifyeth that Mr Thomas Gorges did give vnto  
Thomas Crockett the Necke of Land that lyeth over against  
the feild of Tho : Crockett, with in Spruse Cricke, with in

BOOK II, FOL. 1, 2.

the Town of Kitterie/ Which Land was given by Mr Gorges  
eighteen or nineteen years since, or there abouts/ Taken  
vpon oath before mee this 16<sup>th</sup> of Aprill 1662: Nic:  
Shapleigh/

A true Coppy of Nicho : Frost his Deposition transcribed  
out of y<sup>e</sup> originall & y<sup>t</sup>with Compared this 12<sup>th</sup> day of  
Febru : 1665 p Edw : Rishworth Re : Cor :

The Deposition of Joane Andrews aged about 40 yeares/  
Being sworn sayth, that about 15 or sixteen years agone,  
haueing Occasion to bee at Thomas Crocketts when his wife  
was ready to ly down, of one of her children, & shee being  
In wantt of helpe at that tyme, desired this Deponent to  
Call her husband who was at worke In his ground, w<sup>t</sup>vpon  
shee went into Tho : Crocketts feild, & Called over to him  
who was chopping of wood, & burneing of brush on the  
Necke of Land on y<sup>e</sup> other side spruse Cricke, over against  
his feild on this side the sd Cricke, & this Deponent demand-  
ing of him what hee was a doeing, hee answered hee was  
clearing that Necke of Land, for a feild & if hee lived In-  
tended to sett an house there/ & further sayth not/

Taken vpon oath this 25 : of February 60 : before mee  
Edw : Rishworth Assotiate/

[2] A true Coppy of Joane Andrews her Deposition  
with in written transcribed out of the originall & there with  
Compared this 12<sup>th</sup> d : of February, 1665 : p Edw : Rish-  
worth Re : Cor :

The Deposition of Richd Burgess/  
Who testifys that before Mr Thomas Gorges went out of  
this Countrey for England, hee heard the sd Mr Gorges &  
Mr Richard Vines give & grant vnto Thomas Crockett the

BOOK II, FOL. 2.

Necke of Land Which is over agajnst the sd Crocketts  
planting feild/ Which Necke of land lyeth over y<sup>e</sup> North  
side of Spruse Cricke/ & likewise they gaue Mr Gard order  
to record the aforementioned Necke of land for the aforesd  
Tho : Crockett/ Taken vpon oath before mee this 4<sup>th</sup> of  
the 8<sup>th</sup> 61 : Nic : Shapleigh/

A true Coppy of Richard Burgess his Deposition tran-  
scribed out of y<sup>e</sup> originall & there with Compared this  
14<sup>th</sup> day of Febru : 1665 p Edw : Rishworth Re : Cor :

I William Palmer testifie, that I Came to fetch Thomas  
Crockett to worke with mee about eighteen or 19 years  
since, & I found him Cutting of wood In spruse Cricke  
vpon a Certen Necke of Land w<sup>ch</sup> is in controversy between  
Ryse To<sup>m</sup>ass & Thomas Crockett/ this is what I William  
Palmer testifieth/ & hee tould mee William Palmer that hee  
would Cleare Land & plant there/

Sworn this 6 : of the 7<sup>th</sup> 61 : before mee Thomas Withers/

A true Coppy of this Deposition aboue written transcribed  
out of y<sup>e</sup> originall & there with Compared this 14<sup>th</sup> d : of  
Febru : 1665 p Edw : Rishworth Re : Cor :

That w<sup>as</sup> there was a Certen Necke of Land,  
Kittery Town granted by the Select Townsmen for Kittery, In  
To the year 1652 : vnto Ryse To<sup>m</sup>ass & was not  
Rise Thomas Recorded ; It was therefore agajn granted by the  
select Towsmen for Kittery, the 4<sup>th</sup> day of Decemb<sup>r</sup> 1655 :  
vnto the sayd Ryse To<sup>m</sup>ass, his heysr or assigns for ever/ the  
Necke of Land lijng within the Spruse Cricke, & vpon the  
South West side, & It is the Necke of Land that lyeth on  
the further side of the Cricke, that runns behind Mr Gun-  
nissons house/ provided It bee in no former grant/

BOOK II, Fol. 2.

A true Coppy taken the 10<sup>th</sup> of August 1663 : p me  
Humfrey Chadborn Town Clericus/

A true Coppy of this Town Grant aboue written transcribed out of the originall this 14 : Febru : 1665 : & there with Compared p Edw : Rishworth Re : Cor :

Att a Town meeteing at Yorke the 24<sup>th</sup> of July 1663 :

Itt was appoynted by the Inhabitants that  
York Town      Goodmā : Snell should haue a Lott of Land layd  
To  
George Snell    out by the Towns men/

A true Coppy of the Record/

Peter Weare Town Clarke/

Wee whose names are here vnderwritten, being appoynted by the Town of Yorke, to lay out lands for the Inhabitants of the sd Town, by order from whom Wee haue measured & layd out for George Snell tenn Acers of vpland, with 2 or three small Percells of Marsh thejr Included, lijng & being on the South side of Mr Gorges Cricke/ provided that not any other man hath any just right there vnto ; Which Lott of Land runneth South East from the Cricke side/ Whereof Wee haue given the aforesd Geo : Snell possession, at the day & date here of/. In testimony where of, Wee haue here vnto affixed our hands, this 11 : day of Octobr 1665 :

John Davesse

Henery Sayword/

A true Coppy of the grant of a Lott given to George Snell by the Town, as alsoe of such who layd out y<sup>e</sup> same to the sd Snell, & gaue him possession of it by the Towns appoytment/ transcribed out of the originall, & there with Compared this 30<sup>th</sup> of Aprill 1666 : p Edw : Rishworth

Re : Cor :

BOOK II, FOL. 2, 3.

Province of Mayn/

Kittery In the Countie of Yorke in the year 1664

Aprill the 4<sup>th</sup>/

Tho: Withers      Know all men by these Presents, that I Thomas  
To  
Jn<sup>e</sup> Fennick      Withers of Kittery, in the County aforesd hath  
                 barganed & sould vnto John fennicke a tract of  
Land In Spruse Cricke Contayneing twelue Acers, Joyneing  
to a necke of Land Called pine poynt, on the South side, &  
on the North side with a      Necke, on the West side  
with y<sup>e</sup> Cricke of water: For & in Consideration of Tenn  
pounds In hand payd/ to haue & to hould the twelue Acers  
of Land as aforesd, six acers breadth by the water side & soe  
to goe vp in y<sup>e</sup> woods vpon the same breadth vntill the  
twelue acers be measured vnto him/ & to hould all the  
p<sup>r</sup>misses vnto the sd John fennicke, his heyres executors  
administrators & assigns for ever, from the sd Withers his  
heyres executors administrators or assigns for ever; More I  
do hereby bind my selfe my heyres, executors administra-  
tors or assigns, to defend the sd John fænicke from all  
Persons or Prson that shall haue or lay any right or Title to  
this twelue acers of Land that I haue sould to John fænicke  
wherevnto I haue sett my hands & seals

Witness the marke **R M**

of Robert Mendum/  
Jonathan Mendum/

Tho: Withers (<sup>his</sup> <sub>seal</sub>)

A true Coppy of this Instrument  
aboue written, transcribed out  
of the originall this 4<sup>th</sup> of June  
1666: & there with Compared/  
p Edward, Rishworth Re: Cor:

[3]      Province of Mayn/

This Deed made the twentieth day of March 1644: between  
Richd Vines Stuard Generall for Sir Fardinando Gorges In

BOOK II, FOL. 3.

Rich<sup>d</sup> Vines  
Gorges Ag<sup>t</sup>  
To  
Thomas Withers

y<sup>e</sup> Province of Mayn on the one party, & Thomas Withers of Pischataq on the other Party, witnesseth. Know you therefore that I Richard Vines Stuard Generall aforesd, haue barganed & sould vnto Thomas Withers, for & in Consideration of Tenn pounds Sterlg already payd vnto mee Richd Vines, by the sd Thomas Withers, & other good considerations mee here vnto espetially moueing, a Certen tract of vpland & Meddow contayneing six hundred Acers, lijng & being at y<sup>e</sup> head of spruse Cricke, at the Marsh where the sayd Thomas Withers haue formerly been possessed of, by Mr Thomas Gorges, & made vss of bounded with two other Cricks one on the Easter side, & the other on the wester side, vntill the sd six hundred acers bee accomplished, with all the Tymber & priuiledges w<sup>so</sup>ever belongeth there vnto, for the onely vsse of hee the said Thomas Withers, his heysr executors administrators & assigns for ever/ Yejlding & pajng yearly vnto Sir Fardinando Gorges or his assigns fme groats a yeare if demanded on the Twenty Nineth day of Septemb<sup>r</sup>/

And furthermore, I the sd Richd Vines Stuard Generall for Sir Fardinando Gorges, do ratify & Confirme all the sd p<sup>m</sup>isses, vnto the onely vss & behoofe of hee the sd Thomas Withers, his heysr & assigns for ever/ In witness w<sup>o</sup>f I haue herevnto sett my hand & seal the day & yeare aboue written/

Signed sealed & Delive<sup>d</sup>

Richard Vines/

In the Presence of vs/

(his  
seal)

William Waldern

A true Coppy of this Instrument

Allexand<sup>r</sup>

aboue written transcribed out

Joanes his A Marke

of the originall & there with

Compared this 7<sup>th</sup> day of June

1666 : p Edw : Rishworth

Re : Cor :

These Presents do witness that I James Mills now of Lynn, & lawfull heyre vnto Robert Mills formerly deceased,

BOOK II, FOL. 3.

James Mills  
To  
James Grant

w<sup>h</sup>y I do become the true & lawfull owner of a Certen Tract or quantity of Meddow w<sup>o</sup>f my father Robert Mills had the lawfull possession, which meddow with all the priviledges & appurtenances app<sup>t</sup>ayning therevnto, In consideration of payment, already made to mee y<sup>e</sup> sd Mills, by James Grant; do sell, bargan, give grant & Confirme, y<sup>e</sup> same to him, & his heyres for ever/ The sd Meddow being bounded as followeth, vidz<sup>t</sup>: lijng on the Northermost side of the South West branch of the River of Yorke, being bounded with the Marsh of Leeftē Charles Frost on the North side, & Geo: Parkers Marsh on the South West side, Contayneing the quantity of two Acers of Meddow being more or lesse/ to haue & to hould to the aforesd James Grant, to his heyres & assigns for ever/ for the more full assurance & Confirmation w<sup>o</sup>f, I the sd James Mills do hereby Ingage my selfe heyrs & assigns to make good the iust title of the aforesd Meddow, from all titles Clayms & Incomberances, from my selfe or any p<sup>t</sup>tending right thereunto in my name, or from my heyres & assigns for ever/ & to defend the title thereof aganist all other Person or P<sup>r</sup>sons w<sup>h</sup>soever vnto y<sup>e</sup> aforesd James Grant to his heyrs & assigns for ever/ I do likewise give pouer In my behalfe vnto Robert Knight & John Twisden to give the sd Grant possession of the sd Meddow by thejr first convenience/ for the true p<sup>r</sup>formance of the p<sup>r</sup>misses I do here vnto sett my hand & seal this 4th day of May, Año : Doñ : 1666 : In the 17<sup>th</sup> year of our Sovereigne Lord the King/

Signed sealed & deliveṛd

In the Presence of,  
John Davess/

Robert Knight his  
Marke/ R

James Mills his

Marke  (his seal)

James Mills acknowledgeth this  
nstrument with in written, to  
bee his Act & deede vnto James  
Grant the 4<sup>th</sup> of June 1666 :  
before mee Edw Rishworth

Just pe :

BOOK II, FOL. 3, 4.

A true Coppy of this Instrument or deede aboue written transcribed out of the originall & y<sup>r</sup>with Compared, this 8th day of Jvne : 1666 : p Edw : Rishworth Re : Cor :

[4] These Presents do testify that I Miles Pyles of Dortmouth, in the County of Deavon In ould England  
Miles Pyle Mariner, & at Present Resident on Hog Yland, on  
To the Ysles of Shoals In New England, for & In  
Rot. Haynes Consideration of eighty Quintells of M<sup>c</sup>chandable  
fish to mee In hand payd before the Insealing hereof, by  
Robert Hayns of Hog Yland, on the Yles of Shoals fisher  
man, the receipt w<sup>o</sup>f I do hereby a<sup>c</sup>knowledg, & my selfe  
there with fully satisfyd, contented & payd, & y<sup>r</sup> of, & of  
every part & Parcell do for mee, my heysr executors admin-  
istrators, & assigns, & for every of them, fully & absolutely  
acquitt exonerate release, & discharge him the sd Robert  
Haynes, his heysr executors administrators & assigns, do  
acknowledg to haue barganed, & sould, & by these Presents,  
do bargan sell alliene assigne & sett ouer vnto him the sd  
Robert Haynes his heyres executors administrators or as-  
signes, all that my Late dwelling house, with the leantwo  
adioyneing to it, & the Eastward halfe of my garden, as It  
is now fenced In, & the small stage on the Easterne side of  
the great stage, as It is now fitted, with a little house  
adioyneing to y<sup>e</sup> Eastward end of the Storre house/ alsoe a  
moreing place with y<sup>e</sup> Cable now there vnto belonging, alsoe  
all the flakes or fishing Rowmes on the Earsterne side from  
the Brew house to John Odihornes rowme, late In the  
tenour & occupation of my selfe & now in the tenure or  
occupation of him the sd Robert Haynes, with all the priui-  
ledges & appurtenances there vnto belonging ; To haue & to  
hould all the before mentioned houses garden, Stage more-  
ing, Cable flakes or fishing rowmes with free Ingress, egress,  
& regress, in & out of the same, vnto him the sd Robert  
Haynes, his heyres executors, administrators or assigns for  
ever. And the sd Miles Pyles for him selfe his heysr execu-

BOOK II, Fol. 4.

tors, administrators & assignes, & for every of them do further promiss, vnto the sd Robert Heynes his heyres, executors, administrators or assignes at the tyme of the Insealing hereof hee stands ceazed & possessed of a good estate In fee symple of all y<sup>e</sup> before mentioned premisses, & hath not at any tyme heretofore Morgaged or sould the same, or any part there of to any Person w<sup>h</sup>soever, nor hath done nor suffered any Act or thing to the violateing, or Incombranceing his estate of fee symple thereto/ & the sd Miles Pyles for him selfe his heyres executors Administrators & assignes, & for every of them doth further Covenant promiss & grant to & with him the sd Robert Haynes his heyres executors administrators & assignes & every of them to defend the title thereof, vnto him y<sup>e</sup> sd Robert Haynes, his heyres executors administrators or assigns, against all Persons whatsoever, whither In ould England or In New England, & the sd Miles Pyle for him selfe, his heyres executors administrators or assignes, doth further Covenant promiss & grant to & with him the sd Robert Haynes his heyres &c: that hee y<sup>e</sup> sayd Robert Haynes, heyres, executors administrators or assignes, shall at all tymes hereafter, well, quietly, & peaceably haue, hould, occupy, possess & Inioy, all the forementioned Premisses, with out y<sup>e</sup> Lawfull Lett trouble or molestation of him the sd Miles Pyle, or any by his procurement/

In witness w<sup>h</sup>of the sd Miles hath herevnto sett his hand & seal/ Dated On hogg Yland aforesd this seauenth day of July Anno Dom<sup>i</sup>: one thousand six hundred sixty & five, In the seauenteenth year of our Sovraign Lord Charles the second King of England, Scottland, France, & Ireland Defend<sup>r</sup> of the faith 1665:

Signed sealed & delivered

Miles Pyle (<sup>his</sup> seal)

In the Presence of us/

Joseph Morse

Ric: Styleman Secrety/

A true Coppy of this Deed aboue written transcribed out of the originall & there with Compared this 20: June: 1666:

p Edw: Rishworth Re: Cor: ogle

BOOK II, FOL. 4, 5.

**Pile To Hayns**      Bee It known vnto all men by these Presents  
that I Miles Pile of Dortmouth In the County of  
Deavon Mariner, & now resident In Hogg Yland on the Yles  
of Shoals In New England, do acknowledg my selfe to ow &  
to bee Indebted vnto Robert Haynes of Hog-Yland on the  
Yles of shoals In New England fisherman the some of six  
scoore pounds of Current money of England, to bee payd  
vnto y<sup>e</sup> sayd Robert Haynes, his heysr executors adminis-  
trators or assigns vnto the which payment well & truly to  
bee made & done I bind mee mine heysr, executors, admin-  
istrators or assigns firmly by these Presents/ In witness  
w<sup>of</sup> I haue here vnto sett my hand & seal dated on Hogg  
Yland aforesd this seaventh day of July Anno Dom<sup>i</sup>: One  
thousand six hundred sixty & fivē, & In the seaventeenth  
yeare of the Reign of our Sovereign Lord Charles the second  
King of [5] England, Scotland, France & Ireland Defend<sup>r</sup>  
of the faith &c: 1665:

The Condition of this obligation is such, that If the aboue  
bound Miles Pyle, his heyres executors administrators or  
assignes or any of them do well & trvely fullfill Performe  
& keepe all the Covenants promises & grants, Contayned  
mentioned & specyfyd, in a Certen bill of sayle made from  
the sayd Miles Pyle vnto the aboue named Robert Hayns  
beareing date y<sup>e</sup> day of the Date here of, that then y<sup>t</sup> this  
obligation to bee voyd, & of none effect, or else to bee  
abide & remajne, In full force pover & vertue/

Signed sealed & Deliveṛd

Miles Pile (<sup>his</sup> seal)

In the Presence of vs/

Joseph Morse/

A true Coppy of this Instrum<sup>t</sup>

Ric: Styleman Secr<sup>y</sup>/

about written transcribed

out of the originall & y<sup>r</sup>with Compared this 20<sup>th</sup> d: of June  
1666: as Attests Edw: Rishworth ReCor:

Att a Court houlden at Yorke for y<sup>e</sup> Province of Mayn

June: 12: 1666:

Robert Knight  
& Jn<sup>r</sup> Alook  
Test

Robert Knight, & John Allcocke doe Attest  
vpon thejre oaths, that James Mills is the lawfull

BOOK II, FOL. 5.

sun & heyre of Robert Mills deceased, who lately sould a Certen small Parcell of Meddow vnto James Grant of Yorke, which formerly was the Marsh of his father, Robert Mills his Marsh/

Taken vpon oath In Court this 16 : day of July 1666/  
p Edw : Rishworth Just : pe :




A true Coppy of these oaths as taken in Court this 20<sup>th</sup> June : 1666 : transcribed out of y<sup>e</sup> originall & y<sup>r</sup> with Compared p Edw : Rishworth Re : Cor :

James Gibbines }  
for  
Rob<sup>t</sup> Haywood }  
To  
John Smith

This Indenture, witnesseth that I James Gibbines of Sacoe In the Province of Mayn In New England planter, & my brother In Law Robert Haywood, now residing In Barbadoes, as by his order to mee given beareing date the tenth day of Janvary one thousand six hundred & sixty In the twelfth yeare of our Soueraign Lord King Charles the secund, for diverse good Caves & considerations mee there vnto espetially moueing, haue given granted, barganed, sould, & by these Presents do give grant sell & Confirme vnto Mr John Smyth of Sacoe aforesd Carpenter, his heyres executors, administrators & assignes for ever, fivety Acers of Land/ That is to say six<sup>6</sup> teenn acers y<sup>r</sup> of to bee In Meddow ground, or Marsh at a place Commanly Called the River of Goowse fayre, bounded from a pine tree on the Westward side thereof near vnto a Marsh pond, & from thence on the same side of the River to the Cricke Called the Otter Cricke or River to the Southward side next adioyning to the bounds of Nicho : Edgcome, & soe to runne on that side of the River vntill sixteen acers bee ended : And the remaind<sup>r</sup> of the sd Fivety acers of Land to begin at his now dwelling house near Sacoe River, & near to the sayd James Gibbines his house, & to runn from that house of John Smyths, vnto the next Cricke or fresh water towards the Northeast/ the sayd Cricke being distant from

the house about foure or five pooles as is conceaved, & soe down the sayd Cricke & directly by it, to the Mayne River or water side, & from thence along the River or water side to the Cricke Co<sup>m</sup>anly Called by the name of Thomas Hawlys Cricke & from thence vp the sayd Cricke from the River, along that Cricke or fresh water bee it great or small according to y<sup>e</sup> vsuall Current, to go vp agajn into the Mayn Land, from both bounds till finetie acers bee ended : with all the woods great or small, & all other priuiledges y<sup>e</sup>vnto or with in the sayd bounds belonging, with free co<sup>m</sup>anage In all the wast & vacant ground till it shall bee otherwise disposed, by the sayd James Gibbines Robert Haywood or either of thejr heyres, executors, administrators, or assignes, with free Egress & regress from the water side with in the sayd bounds to transport or export any goods or Co<sup>m</sup>oditys to his sayd house, as alsoe in any other comman high ways, with in the Pattent of the sayd James Gibbons, Robert Haywood, for & In consideration of the rents here in reserved, that is to say the sayd John Smyth his heysr executors administrators or assignes, shall pay or cause to bee payd vnto the sd James Gibbons or Robert Haywood or either of them thejr heyres executors administrators or assigns yearly & every year from the Date here of for ever y<sup>e</sup> some of tenn shillings sterlg in good M<sup>r</sup>chandable Well conditioned bread Corne at price current on the twenty ninth day of Septemb<sup>r</sup> : & alsoe two days worke yearly & every year, the one at planting tyme, the other at harvest, the sd rent & due days being lawfully demanded with this provisoe or exception that the sayd James Gibbons, & Robert Haywood thejr heyres executors administrators & assignes, are to defend & mantayn the sayd John Smyth his heyres executors administrators, & assignes in y<sup>r</sup> lawfull peaceable quiett & free Inioijng of all & every of the sayd Lands & priuiledges, & to defend & mantayn the same to them by law ; & further It shall bee lawfull for the sd James Gibbons or Robert Haywood thejr heyres executors, administrators or assignes In defect of, or

non payment of all or any of the sd rents or due days, [6]  
workes being lawfully demanded, with in tenn days after  
demānd y<sup>o</sup>f, to make distress or ceazure on the Premisses,  
or on any goods or Chattles of the sayd John Smyths his  
heyres or assignes & the same to detayn & keepe till the sd  
rents & due dayes workes bee fullie satisfyd/ In testimony  
w<sup>o</sup>f & for trve Performance of all & every thing here in  
concern'd from both Partys each togeather, they bind them  
selues thejr heyres executors, administrators & assignes to  
make good the same/ Witnessed by thejr interchangeable  
setting two thejr hands & seals to one peyre of these Inden-  
turs bearing Date the 29<sup>th</sup> day of March 1662 :

Sealed signed & delivered	James		Gibbons	(his seal)
& possession & seizen given	p his		Marke	
in Presence of vs/	Judeth		Gibbons	(her seal)
Sarah Harmon/	p her marke			
Richard Tucker/	Memorandū : y <sup>t</sup> Judeth			

the wife of James Gibbons }  
doth freely give her full & free Con-  
sent to this deede aboue written, before  
y<sup>e</sup> signeing & sealing thereof as wit-  
nessed by her hand & seal there vnto  
fixed/

A trve Coppy of this Inventory or Instrument aboue writ-  
ten, transcribed out of the originall & y<sup>r</sup>with compared this  
5th day of July 1666 : p Edw : Rishworth Re : Cor :

Know all men by these Presents that I Thomas Gorges  
Deputy Governer of this Province of Mayn, according to  
the pouer to mee deligated from Sir Fardinando Gorges  
Knight, Ld Proprietor of y<sup>e</sup> sayd Province, for  
& in Consideration of the faithfull service & long  
aboade of Thomas Withers of Pischataqua to &  
in the sayd Province, & for diverse other good

Thos Gorges  
To  
Thom Withers

reasons mee there vnto espetially moueing, haue giuen, granted, barganed sould Enfeffed & Confirmd, & by these Presents do give grant bargan sell Enfeffe & confirme vnto the sd Tho: Withers, a Tract of Land liing on the North East side of Pischataqua River, bounded on the South East side with a Cricke near a burnt tree adiacent to y<sup>e</sup> feild of the sd Tho: Withers on the South West side with the River of Pischataqua, & on the North West with a great bla<sup>̄</sup> burnt tree, standing in a Coue next adiacent to the North West part of the feild of the sayd Tho: Withers, & to goe vpon a streight North East & by east lyne from the sd tree, & also from the abouesd Cricke & burnt tree East north East, a lyne being drawn from the heads of those lynes, w<sup>ch</sup> in all may comp<sup>h</sup>end foure hundred acers: Alsoe for the further Incoragement of the sayd Thomas Withers, & for other good considerations, I haue alsoe given & granted vnto the sd Thomas Withers, Two Ylands next South & South East, adiacent to the house of the sd Tho: Withers being by æstimation 280 acers, or there abouts being more or less; The abouesd p<sup>r</sup>misses to haue and to hould vnto the sd Tho: Withers, his heyres & assignes for ever, yeilding y<sup>r</sup>fore & paijing vnto the sd Sir Fardinando Gorges his heys & assignes for ever, on the 29<sup>th</sup> day of Septemb<sup>r</sup> the some of eight peence/ & In Case the rent bee behind after tenn dayes demand, It shall bee lawfull for the sd Sir Fardinando Gorges his heys & assignes to distrayn/ In witness w<sup>of</sup> I haue here vnto sett my hand & seal the first day of March 1643:

Signed sealed & Delivered

Tho: Gorges (<sup>his</sup> seal)

In the Presence of us/

I also by these Presents do giue

Nicholas Treworgye/

& grant vnto Tho: Withers

Christopher Rogers/

his heys & assignes foure

acers of Meddow to bee taken

In any part of spruse Cricke paijing therefore yearly on the 29<sup>th</sup> day of Septemb<sup>r</sup> to y<sup>e</sup> sd Sir Fardind<sup>o</sup> Gorges, his

BOOK II, FOL. 6.

heys & assignes one shilling In Witness w<sup>of</sup> I haue here  
vnto putt my hand, this 9<sup>th</sup> day of Aprill 1643 :

Tho : Gorges Deputy Gov<sup>l</sup>/

The select mens approbation of y<sup>e</sup> Deed to Tho :

Withers under y<sup>r</sup> hands Entred into the 3<sup>d</sup>

booke of ReCords for y<sup>e</sup> prouince pa : 94: as Attests Edw: Rishworth ReCor:

A true Coppy of this deede aboue written,

transcribed out of the originall & y<sup>r</sup>with Compared this  
6<sup>th</sup> day of July 1666 : p Edw : Rishworth Re : Cor :

To all Christean people to whome this Present writeing  
shall come/ Henery Jocelyn of Bla<sup>~</sup> poynt In the Province  
of Mayn In New England Esq<sup>r</sup> sendeth greeteing In our  
Lord god, Everlasting : Whereas the sd Henery Jocelyn is  
now (by vertue of a deede of gyft dated the 2cund of Sep-  
temb<sup>r</sup> 1640 : from the late Thomas Cammocke of Bla<sup>~</sup> Poynt  
Gentle<sup>~</sup> which sd Deede was by the Court houlden at Sacoe  
vpon the 18<sup>th</sup> of October 1643 : before Richd Vines Dep<sup>y</sup>  
Chance<sup>l<sup>r</sup></sup> : & Roger Gard ReCor vnd<sup>r</sup> the seal of the sd Pro-  
vince ratifyd & Confirmed, as by the sd Deed & record more  
fully doth appear) possessed of a Tract of Land Called bla<sup>~</sup>  
poynt, In the sd Province of Mayn Contayneing 1500 acers  
& the appurtenances, bounded & marked vpon the 23<sup>th</sup> of  
May 1633 : by Cap<sup>t</sup> Walter Neale by order from the Prezi-  
dent & Counsell of New England, according to a Pattent by  
them granted & dated the first of Novemb<sup>r</sup> 1631 : with the  
bay of Sacoe Southward, & with bla<sup>~</sup> Poynt River West-  
ward; with a Brooke Called Spurwinke Eastward, & from  
the Entrance thereof runneing vp one Mile & from thence  
crossing over with a streight Lyne to the nearest part of Bla<sup>~</sup>  
Poynt River, being the Northern Lymitts thereof: The sd  
Tract of Land with appurtenances togeather with two Ylands  
adiacent Called Strattons Ylands, being by grant vnder the  
hand & seal of Sir Fardinando Gorges dated the 15<sup>th</sup> of

March 1640, [7] further Confirmed with other rights profits & priuiledges therein specifyd as by the sd grants more fully doth appeare, & alsoe of seaven hundred & fiftie acers of Land, granted by the sd Sir Fardinando Gorges, & bordering vpon the former Tract, & where as there is built vpon the same a dwelling house out houses fish houses & stage with other conveniencys, & Improuements & alsoe w<sup>as</sup> the sd Henery Jocleyn hath lett & demised vnto severall Persons diverse small p<sup>ce</sup>lls of the sd Tract of Land vpon payment of such acknowledgm<sup>t</sup> services & due dayes as by there severall grants more Particularly appears/

Now Know all men, by these Presents the sd Hene: Jocleyn for diverse Considerations him moueing there vnto, & more espetially for & in Consideration of the some of foure hundred eighty foure pounds Sterlg to him in hand payd by Josua Scottow of Boston M<sup>ch</sup>ant, Three hundred & Thyrtty

Henry  
Joclyne

To

Josh: Scottow

pounds where of hath been three years since receiued; hath given granted barganed sould Infeoffed & Confirmed, & by these Presents doth give grant bargain sell Infeoffe & Confirme vnto the sd Josua Scottow his heyres or assigns all the sd Tract & Tracts of Land aboue mentioned, both the 1500 Acers with appurtenances as aboue bounded: also the 750 acers abouesd, with the two Ylands Called Strattons Ylands, togeather with the dwelling house, out houses fish houses, stage, Oarchard & all other app<sup>t</sup>enances, with one Shallop & her furniture, & eight Cows one bull two yoake of oxen Twenty ewes two Ram<sup>s</sup> & all the Increase, togeather with all the rents scervices due days payments from the severall Tenants which now are or for the future may bee possesd of any part or pcell of the præmisses, togeather with all the profits & Emoluments there vpon ariseing, & priuiledges therevnto belonging. To have and to hould, all the sd severall, & singular barganed Premises, with all the Tymber wood vnderwood standing being or growing vpon the same, with the fenceing & all appurtenances rightts & priuiledges

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w<sup>h</sup>soever are any wise belonging to the same, to the onely proper vss, & behoofe of the sd Josua Scottow, his heyres or assigns for ever ; And the sd Henery Jocelyn for himselfe heyres, executors & administrators doth covenant & grant to & with the sd Josua Scottow his heyres or assigns, by these Presents that y<sup>e</sup> sd Hene : Jocelyn at the day of the date of these Presents, is & stands lawfully seised to his own vss & behoofe of all the singular & barganed Premises & every part thereof with the priuiledges rightts & appurtenances therevnto belonging in a good P<sup>r</sup>fect & absolute estate of Inheritance In fee symple and hath in him selfe, full pouer rightt & absolute authority to grant bargain sell Convey & assure the same in manner & forme as abouesd, & that hee the sd Josua Scottow his heyres or assigns, & every of them shall & may for ever hereafter peaceably & quietly haue hould & Inioy the sd severall singular & barganed Premisses, with all the appurtenances Provided always that if the sd Henery Jocleyn his heyres or assigns shall with in the space of two years after the Date of these Presents, pay vnto the sd Josua Scottow his heyres or assigns the just debt due vnto him being the full & Compleat some of foure hundred eighty foure pounds sterling abouesd, togeather with Interest at six p Cent<sup>l</sup> : p Ann<sup>l</sup> Three hundred & thirty pounds w<sup>o</sup>f to bee payd in M<sup>r</sup>chandable Cod fish, refuge fish, or oyle at money price at Boston or Marble head : & the Remajnder one hundred fuetty foure pounds, In the like payment at price Current, & alsoe w<sup>t</sup> further disbursem<sup>t</sup> the sd Scottow may make for him, that then this Deede to bee mayd voyd, & of none æffect, otherwise to remajn & stand In full force, & vertue/ In witness w<sup>o</sup>f the sd Henery Jocelyn hath herevnto sett his hand & seale ; Mayd at Bla<sup>l</sup> Poynt this 16<sup>th</sup> day of July In y<sup>e</sup> yeare of our Ld 1666 : In the 18<sup>th</sup> yeare of the Reign of o<sup>r</sup> Sover-

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aig<sup>n</sup> Ld Charles y<sup>e</sup> 2nd by the grace of god King of England,  
Scotland, France, & Ireland Defend<sup>r</sup> of the faith/ &c :

Witness,

Henery Jocleyn/ (<sup>his</sup> <sub>seale</sub>)

Thomas Savage Junio<sup>r</sup>/ vera Copia, of this Deede or  
John Tamling/ Instrument aboue written  
transcribed out of the origi-  
nall & there with Compared  
this 26<sup>th</sup> day of July : 1666 :  
p Edw : Rishworth ReCor :

May 24 : day : 1652 :

Wee the select Townsmen for Kittery, have granted &  
lotted out vnto Mr Thomas Withers his heyres  
or assignes for ever, a Tract of Land with in y<sup>e</sup>  
Kittery To spruse Cricke, near vnto the head of the same  
Tho<sup>s</sup> Withers Cricke, first two hundred Acers, that is to say  
one hundred Acers at Eagle poynt, on the west side of the  
Cricke, & the Cricke of Water It selfe, & one hundred acers  
at Martines Cove, on the East side of the sd Cricke, & soe  
to goe vp along on both sides the sayd Cricke, vntill eight  
hundred acers of Land bee accomplished ; The two hundred  
acers of Land at Eagle Poynt & Martins Cove, is layd out  
by James Heard, & John Simmons, whom were appoynted  
to lay out Land by the Town of Kittery/

A Trve Coppy p me Humfrey Chadborne  
vera Copia, transcribed out of the Coppy Town Cleric<sup>s</sup> :  
of the Record, vnd<sup>r</sup> y<sup>e</sup> Town Clarkes  
hand, & there with Compared this 30 :  
day of July : 1666 p Edw : Rishworth Re : Cor :

Eliakim  
Hutchinsons  
Caution

Eliakime Hutchinson M<sup>c</sup>chant as Attorney for  
Mr Richard Hutchinson of London, haueing the  
quarter part of Majo<sup>r</sup> William Phillips his Saw

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Mill with all her appurtenances being at Sacoe, & one thousand acers of Land & Meddows belonging to it mayd ouer to him vpon valewable Considerations, as by a Morgage appeareth beareing date the eighteen [8] day of October : 1664 : Entereth Caution against the acknowledging or Entering of any deede In these Records, or Morgage thereof, by any Prson w<sup>t</sup>soever/ In reference vnto the fourth part of the Saw Mill or Land aforesd/

This Caution entered this 6<sup>th</sup> day of August, 1666 : p Edward Rishworth Re : Cor :

The Deposition of George Palmer aged about 43 years/  
Being sworn sayth that about 3 weekes or a Moenth after William Palmer Constable of Kittery had leavyed an execution in Mr Lydes behalfe on that Prcell of packe Caske which was by him leavied off, in the hands of this Deponent, being the goods of Sylvester Harbert to satisfy Mr Lyds debt, Cap<sup>t</sup> Walter Barefoot tooke away Three butts, Twelue Tunn of the sd Caske, which were ceazed by the same execution, with out any order from any that hee knows off, but his owne, which hee carried away for his owne proper vsse, & tould this deponent that hee would make them good againe/

Taken vpon oath this 28 : of August 1663 : before Edw : Rishworth Assotiate/

A true Coppy of this Deposition aboue written transcribed out of the originall this 11 : August : 1666 : p Edw : Rishworth ReCor :







This Indenture made the fiueteenth day of December, In  
the fiueteenth yeare of the Reign of our Souer-  
aign Ld Charles the second, by the grace of god  
Indians To  
George Davis King of England Scotland, France & Ireland

Defend<sup>r</sup> of y<sup>e</sup> faith, & in the yeare of our Ld god one thousand six hundred sixty foure, between Necodanahant, Quesememecke, & Obyhas In the River of Shipscott, Sagamores on the one Party, & George Daviss of the aforesd Shipscott planter on the other Party, Witnesseth that the sd Necodanahant Quesememecke & Obihas, before, & In Consideration of the some of Twele pounds to them y<sup>e</sup> sd Necodanahant, Quesememecke & Obihas before the sealing & delivery of these Presents well & truly payd by the sd George Davess, the receipt whereof they the sd Necodanahant Quesemenecke & Obihas, do hereby acknowledg them selues to bee fully satisfyd Contented & payd & thereof euery part Prcell & penny there of, do acquitt exonerate & discharge the sd George Daviss his executors, administrators & assignes, & euery of them for ever, by these Presents haue granted given barganed & sould, allind Inffeoffed & Confirmed, & by these Presents do grant bargan & sell alline Enfeoffe convey, release deliver & Confirme vnto the sd George Daviss his heyres & assignes, all that Prcell of Land lijng on y<sup>e</sup> North West side of Whichacasecke Bay & Mountsweck bay, lijng between Kenebecke River & Shipscott River, or between the vpper narrows of Shipscott River, & the Land known by the name of Jeremisqome River, being In all by estimation foure thousand Acers or there abouts, bee It more or lesse, & alsoe all & singular Trees woods & vnderwoods, Water Water courses, Commons, Raysements profetts, Comoditys advantages Diuolands hæridaments & appurtenances w<sup>h</sup>soever, to the sd Tract of Land Marsh Meddow & vpland belonging, or any wise app<sup>r</sup>-tayneing/

And alsoe the right title Interest Clayme vsse possession reversion and remajnder whatsoever, of them the sd Nichode-nahant, Quesemenecke, & Obihas, their heyres & assignes or any or either of them in & to the sayd granted & barganed p<sup>r</sup>misses, & of & in & vnto every, or any part or Prcell there of, by any ways or meanes w<sup>h</sup>soever, to haue & to hould the sd Tract of Land Marsh Meddow & vpland, &

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every part & Percell there of, with the appurtenances before hereby granted barganed & sould, or ment mentioned or Intended to bee granted barganed & sould, vnto the sayd George Davise his heyres & assignes for ever, & to & for noe other vsse & behoofe of the sayd George Dauise, his heyres & assignes for ever, & to & for no other vsse intent & purpose whatsoever, & the sayd Nicodenahant Quesemenecke, & Obyhas, the sayd Premisses hereby granted barganed & sould, & every part & Prcell thereof with y<sup>e</sup> appurtenances against them the sayd Necodenahant, Quesemenecke Obyhas & thejre heyres & every of them vnto the sayd George Dauise his heyres & assignes shall & Will warrant & defend by these Presents/ In witness whereof Wee aboue named haue Interchangeably sett their hands & seals the day & yeare aboue written/

The marke of	Nichodenahant	// ( his seal )
Robert  Guott	Quesemenecke	 ( his seal )
The marke of	Obyhas	 ( his seal )
John  Baston/	A true Coppy of this deede	
The marke of	or Instrument aboue writ-	
Phillip  Bendell	ten transcribed out of the	
John Lee his	originall & there with compared this	
Marke  I	eleventh day of August 1666 : p	
	Edw : Rishworth Re : Cor :	

[9] Bee It known vnto all men by these Presents y<sup>t</sup> Wee Francis Morgan of the Town of Kittery In Pischataqua River Chiergeon, & Sarah my wife Administrator & administratrix to the estate of Cap<sup>t</sup> John Michell late husband of the sd Sarah Deseased ; for a valewable Consideration In hand received, by Mr John Cutt of Portsmouth

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In Pischataqua River M<sup>c</sup>chant, where with they  
 Francis Morgan the sd Fran: Morgan & Sarah his wife do  
 To  
 J<sup>n</sup><sup>s</sup> Cutt acknowledg them selues fully satisfyd, & contented, & do for them selues thejr heyres executors & Administrators, for ever exonerate and accquitt the sd John Cutt his heyres executors administrators & assignes ; In Consideration whereof they do acknowledg to haue barganed, & sould & do by these Presents giue grant bargain, sell allien assigne, & sett over vnto the abouesd John Cutt, one hundred & tenn Acers of Land, scituate & being in a place, Commanly known by the name of Spruce Cricke, in the Townshipp of Kittery aforesd ; which sd one hundred & tenn Acers of Land is such a part of a Tract of Land contayneing Three hundred acers of Land, granted & Lotted out by the select Townsmen for Kittery, vnto Mr Hugh Gunnisson the sixteenth of December one thousand six hundred fuetty two, & to his heyr & assignes for ever ; Which sd Tract of Land is to haue its begining at Goose cricke Northwardly, & soe to come South down the Cricke to a Marshie Cove, & soe backward the same breadth North East, vntill the Three hundred acers bee accomplished, out of which sayd Tract the aboue sayd one hundred & tenn Acers of Land by these Presents acknowledged to bee given granted barganed & sould is a part, & is to take its begining on the Southward side of the sd Land at the Marshie Cove, next vnto the one hundred acers of Land formerlie sould vnto Cap<sup>t</sup> Bryan Pendleton & John Fabes, one third part for y<sup>e</sup> one hundred acers, & proportionable for the tenn Acers of the whoole Three hundred Acers along by the Cricke side, & soe backward the same breadth, the whoole extent of the sayd grant by the Townsmen of Kittery aforesd, togeather with all the priuiledges & appurtenances therevnto belonging, and app<sup>t</sup>ayning, vnto him the sayd John Cutt his heyres executors, administrators or assignes : To haue hould, & peaceably to Occupie possesse & Inioy for ever with out any lett molestation or Interruption, of them the sd Francis Morgan & Sarah

his wife or either of thejr heyrs executors administrators or assigns & y<sup>e</sup> sd Fran: Morgan & Sarah his wife for them selues and either of them, and for either of thejr heyres, executors administrators & assignes, do covenant & promiss to & with the sayd John Cutt, his heyrs executors administrators & assignes, & with either of them, that the aboue barganed premisses, at y<sup>e</sup> tyme of the tyme of y<sup>e</sup> sale here of, is there own estate in fee symple, & free from all former gyfts grants barganes sayles Morgages Incomberances & Intanglements w<sup>h</sup>soever; And the sayd Francis Morgan & Sarah his Wife, for them selues & either of thejr heyres executors & Administrators doth Covenant & promiss to & with the sayd John Cutt, his heyres executors administrators & assignes, & every of them to defend the Title of the sd barganed premisses from all Person or Persons claimeing any Pattent Right Title or Interest therein, or there vnto, by from or vnder them, or either of them or any other laijng lawfull Clayme there vnto;

And further y<sup>t</sup> the sd Francis Morgan, & Sarah his wife Will bee ready, & Willing at all tymes hereafter to giue such further Assurance of the sd barganed p<sup>r</sup>misses vnto him the sd John Cutt his heyres, executors Administrators or assignes as hee they or either of thejr Learned Counsell shall devise according to La<sup>w</sup>; In Witness W<sup>o</sup>f y<sup>e</sup> sayd Francis Morgan, & Sarah his wife, haue herevnto sett thejre hands & seals, this Twenty second day of Aprill Anno Dom<sup>i</sup>: one thousand six hundred sixty & fieve, & in the seaventeenth yeare of the Reign of our Soueraign Ld Charles the second, King of England Scotland, ffrance & Ireland, defend<sup>r</sup> of the faith, &c: 1665/

Signed, sealed, & Delive<sup>r</sup>d

Francis Morgan (his seal)

In the Presence of vs/

Sarah Morgan (her seal)

Nic: Braddicke/

Ric: Styleman/ Secty

The valewable consideration

mentioned in y<sup>e</sup> 3 or 4 lynes for

y<sup>e</sup> Land specifd in the sd Deede aboue

mentioned wee do acknowledg to bee

one hundred & eleven pounds & = 10<sup>d</sup> which

wee haue already receiued, & do owne this Deed

& Instrum &c of writinge to bee o<sup>r</sup> act & Deed

as witnes o<sup>r</sup> hands this: 19<sup>th</sup> of March: 1666:

Taken before me Edw: Blahworth Just: pe:

Fran: Morgan | Sarah Morgan

A true Copy of this Deede or Instrument aboue written transcribed out of the originall & thejr with compared this 3d day of Janvary (1666) p Edw : Rishworth Re Cor :

Bee It known vnto all men by these Presents, that I Francis Morgan of the Town of Kittery, In Pischataqua River Chiergeon & Sarah my wife, Administrator & Administratorix to y<sup>e</sup> estate of Cap<sup>t</sup> John Michelll ate husband of the sayd Sarah Deseased, for a valewable Consideration in hand payd, by Mr John Cutt of Portsmouth In the same River M<sup>c</sup>chant, where with the sd Francis Morgan, & Sarah his wife do acknowledg them selues satisfied & contented, & do for them selues, thejr heyres executors, Administrators & Assigns for ever exonerate & acquitt the sd John Cutt his heyres executors administrators & assignes : In Consideration w<sup>o</sup>f they doe [10] acknowledg to haue barganed, & sould, & do by these p<sup>s</sup>ents giue grant bargain sell aliene, assign & sett ouer vnto him the sd John Cutt one Prcell of Marsh ground, scituate & being neare to Christopher Michells house at Bray<sup>d</sup>boate harbour, Contayneing by estimation Two Acers, bee Itf more or lesse, which Land was formerly bought of one John Lander, by outery, with all the priuiledges, & appurtenances therevnto belonging, or appertayneing, vnto him the sayd John Cutt his heyres executors Administrators or Assignes, to haue hould Occupie, possess & peaceably to Inioy for ever with out any Lett Molestation or Interruption, of them the sd Fran : Morgan & Sarah his wife there or either of thejr heyres, executors, administrators or assignes, & the sd Francis Morgan & Sarah his wife for them selues thejr heyres, executors, & assignes, doth Couenant & promiss to & with the sd John Cutt his heyres executors Administrators or assignes & with every of them, that they are the true & proper owners thereof, & that It is free from all former gyfts grants barganes sayles Mor-

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gages Incombrances, & Intanglements whatsoever, & that they Will at all tymes hereafter defend the Title thereof against all Persons, & that they will alsoe at all tymes bee ready & Willing to giue such further assurance thereof as may bee according to law : In Witness w<sup>of</sup> Wee haue here vnto sett our hands & seals this 22<sup>th</sup> of Aprill 1665 : & in the 17th yeare of the Reign of our Sovereign Ld Charles the second, King of England Scotland France & Ireland, Defend<sup>r</sup> of the faith &c : 1665 :

Signed sealed & Delive<sup>rd</sup>

Francis Morgan (<sup>his</sup> seal)

In the Presence of us/

Sarah Morgan (<sup>her</sup> seal)

Nic : Braddicke/

The valewable consideration mentioned In this Deede Wee do acknowledg to bee eleven pounds, W<sup>ch</sup> Wee haue already received, & do own this Deed & Instrument of writelng to bee our Act & deed as witness our hands,

Ric : Styleman Secty

Taken before me Edw: Rishworth Just: pe: this 19<sup>th</sup> day of March 1666 |

Fran : Morgan Sarah Morgan

A true Coppy of this Deed aboue written transcribed out of y<sup>e</sup> originall, & there with Compared this 4th day of Janv : 1666/ p Edw : Rishworth Re : Cor :

Know all men by these Presents, that Richard Vines of the Riuer of Sacoe Gentlemā : for diverse good causes & Considerations him y<sup>v</sup>nto moueing, doth giue grant Enfeffe & Confirme, & by this Present Deede hath given granted

Enfeoffed & Confirmed vnto John Smyth of

Rich<sup>d</sup> Vines

To

J<sup>n</sup><sup>r</sup> Smith

Sacoe Carpenter, all that one Messuage or tene-  
ment situate, lijng & being on the South side of  
the River of Sacoe aforesayd, contayneing one

hundred Acers of Land, bounded on the South East with the brooke Called Smyths brooke, on the North East with Sacoe River, & a Necke of Land Called the Church Poynt, on the North West with Certen trees Marked for bounds, & soe by all the breadth Southwest, till the aforesd one hundred acers of Land bee fully compleated, with free lyberty

of fishing & fowling according to the Costome of this Countrey: To haue & to hould the sd premisses, with the sayd Land & thejre appurtenances, vnto the aboue named John Smyth, his heyres & assignes for ever; Yeilding & paijng for the p'misses, to the aboue named Richd Vines his heyres or assignes, one acknowledgment or rent charge fise shillings yearly on the feast of Saynt Michell the arke angell, Two days worke of one man at Harvest, & one fatt Gowse or Capon on the fise & twentieth day of Decemb' yearly; And if it shall happen the sd rent or any Part or Parcell thereof to bee vnpayd, being lawfully demanded, that It shall bee lawfull for the sd Richard Vines his heysr or assignes to enter into any part of the p'misses, & take a distress, & y<sup>e</sup> same to detayn & keepe till the aforesd rent bee payd, & the sd Richard Vines doth covenant & promiss for him selfe his heyres, & assignes that the sayd John Smyth his heyres & assignes shall peaceably hould & Inioy the aforesd p'misses, with every part & parcell thereof, with out any lett or disturbance of the sd Richd Vines his heyres or assignes or any other Prson by his or y<sup>r</sup> meanes or procurement: In witness w<sup>of</sup> the aforesd Prtys haue Interchangeably sett two y<sup>r</sup> hands & seals this eight day of Aprill In the eighteenth yeare of the Reign of our soueraign Lord King Charles Anno Dom<sup>i</sup>: 1642:

Sealed signed & Deliveřd

Richard Vines/ (<sup>his</sup> seal)

In the Presence of us/

Tho: Gorges/

Richard Bonighton/

Edw: Godfrey

Roger Garde/

A true Coppy of this Instrument or deede of sayle aboue written, transcribed out of y<sup>e</sup> Originall, & y<sup>r</sup> with compared this 21<sup>th</sup> of January 1666: p Edw: Rishworth ReCor:

This Witnesseth that the with in named Richd Vines for good cause & consideration hath granted to the with in named John Smyth his heyres & assignes for ever, all the

Vines!  
To  
Smith Land on y<sup>e</sup> Northwest [11] of the Land with  
in granted, vnto the Land of Thomas Williams  
next adioyneing, to reach in length to y<sup>e</sup> bounds  
of the land of the sd John Smyth, with the  
appurtenances, vnder the rent within mentioned/ In witness  
w<sup>o</sup>f the sd Richd Vines hath herevnto sett his hand, this  
23<sup>th</sup> of Octob<sup>r</sup> 1643 :

In Presence of/ Richard Vines/  
Roger Garde/ Mr John Smyth is to haue  
Meddow ground proportionable  
to y<sup>e</sup> rest of my servants/ July :  
27 : 1642 : Rich : Vines

Smith Memorandū : that y<sup>e</sup> with in named John  
To Smyth, doth resigne vp all his right & title  
Nich<sup>e</sup> Bully specifyd In this Deede, to the vss of Nicholas  
Bully & his heyres for ever, this 21<sup>th</sup> of July 1650/

Witnesses/ John Smyth  
Robert Booth/  
Deborah Booth/

A True Coppy of these two assignements aboue written  
transcribed out of y<sup>r</sup> originalls & there with Compared this  
21<sup>th</sup> day of Janvary, 1666/ p Edw : Rishworth ReCor :

Jn<sup>e</sup> Smith This Indenture made the 27<sup>th</sup> of June 1650/  
To between Mr John Smyth of Sacoe, & Nicholas  
Nich<sup>e</sup> Bully Bully fisherman of Parkers Necke as followeth  
The sd Nicholas Bully is to haue of the sd John Smyth his  
plantation w<sup>r</sup> hee now dwelleth, with all the houses bujldings  
lands & Meddows, with all y<sup>r</sup>vnto belonging, for & In con-  
sideration of Thyrt y pounds sterling : at two payments y<sup>t</sup> is  
to say fiueteen pounds the 15<sup>th</sup> day of June next the date  
hereof, & fiueteen pounds the fiueteenth day of June next  
In the yeare of our Lord 1652 :—

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The sayd Nicholas is to Enter vpon the p'misses the first of March 1652 : & John Smyth is to haue one Rowme in the South end of this house, for his own vs two years after the day of Nicholas Bullys Enterance his heyres or assignes ; It is agreed by the both Prtys that Nicholas Bully is to haue to the house all the doores Windows Cropp of Corne & y<sup>e</sup> Cropp of y<sup>e</sup> next yeare/

Witness vs July 21<sup>th</sup> 1650/

John Smith (<sup>his</sup> seal)

George Cleeue/

Robert Booth/

Know all men by these Presents that I John Smith who am mentioned In this writeing do owne my selfe fully satisfied & payd every way & in euery thing, by Nicholas Bully according to the tenour of this Indenture/ Witness my hand this fifth day of June, One thousand six hundred sixty two/

Witness

John Smyth/

Sheth fletcher/

James Gibbones/

A true Coppy of this Indenture or agreement & receipt aboue & with in written transcribed out of y<sup>e</sup> originall, & there with compared this 22<sup>th</sup> day of Janvary 1666 :

p Edw : Rishworth Re : Cor :

This Indenture made the 20<sup>th</sup> day of Novemb<sup>r</sup> in the 18<sup>th</sup> yeare of y<sup>e</sup> Reign of our Souerajgn Lord Charles the 2cund, by the grace of god of England Scotland France & Ireland, King Defender of the faith et Cetera : Between Iob Allcocke of Yorke In the Province of Mayn, house Carpenter of the one Prty, & John Bray of Kittery shipwright In y<sup>e</sup> Province of Mayn on y<sup>e</sup> other Prty ; Witnesseth that y<sup>e</sup> sd Job Allcocke for & in consideration of the some of Twenty foure pounds, fue pounds of it in money, & nineteen

BOOK II, FOL. 11, 12.

of it in M<sup>c</sup>chants pay, In boards staues or goods, in hand before the selling & deliveryng of this Present, well & truly payd, the receipt w<sup>o</sup>f the sd Job Allcocke doth  
 Job Allcocke      acknowledg him selfe fully satisfyd, contented &  
 To      payd, thereof and of every part Prcell & penny  
 Jn<sup>e</sup> Bray      thereof, doth avow it exonerate & discharge the  
 sd John Bray his heyres executors & administrators, & every of them for ever, & by these Presents hath given granted barganed & sould alliend convayed released, assured deliver'd & confirmed, & by these Presents doth give grant bargan & sell allien Convay release assure deliver & Con- firme vnto the sd John Bray his heyres & assignes for ever all the Land Tymber with fences belonging to the aforesd Land, being twelue acers of Land fully to bee Compleated from its breadth with all the appurtenances y<sup>r</sup> vnto belong- ing, Its breadth is to begine at the water side from John Brays land marke of his land formerly bought of Majo<sup>r</sup> Nicholas Shapleigh, and soe to runne vpon a streight Course by the water side West & by South till y<sup>r</sup> bee twenty seaven Land yards fully compleated; & then to runn backe from its breadth till the aforesd twelue acers bee accomplished, or Compleated; This twelue acers of Land is scituate, standing & being in Kittery aforesd, at a place adioyning next to a Prcell of Land, that John Bray shipewright of Kittery bought of Majo<sup>r</sup> Nicho: Shapleigh, or by w<sup>h</sup>soever names or name, the same place is called, or known, & alsoe this twelue acers of Land belongs to the place [12] whereon at Present Thomas Longleys house stands, which house is to bee taken off In Aprill next being In the yeare of our Lord 1667: & alsoe all Comons Comoditys advantages Emoluments herida- taments appurtenances whatsoever to the sayd Twelue Acers of Land, belonging or In any wise appertayneing/ & alsoe all the right Title Claym vss possession, every of them to haue & to hould the sd, the sayd Twelue acers of Land, & every part & Prcell there of, with the appurtenances vnto

BOOK II, FOL. 12.

the sd John Bray his heyres & assignes for ever, & to all Intents & purposes w<sup>t</sup>soever, & the sayd Job Allcocke for him selfe his heyres executors Administrators and assignes, & for all & every of them, doth Covenant promiss & grant vnto & with the sd John Bray his heyres & assignes and for all & every of them doth couenant promiss & grant to & with y<sup>e</sup> sd Jo<sup>n</sup> Bray his heys & assigs & euery of them shall & lawfully may from tyme to tyme & at all tymes for ever hereafter quietly & peaceably hould & haue vsse occupie possess & Inioy all & singular the before hereby granted & barganed premisses, & every part & Prcell thereof penny worth & sufficiently saved, & kept harmeless of & from all manner of Morgages of former & other barganes sayles gifts grants rents leasses Morgages Dowrys & title of Dowry, or executions titles Troubles or Charges Incombrances and Deimands w<sup>t</sup>soever, hereafter, had the sayd Job Allcocke his heyres or assignes or any of them, or of or by any other Prson or Prsons w<sup>t</sup>soever lawfully Claymeing any estate right title or Interest from by or vnder him them or any of them, & the sayd Job Allcocke for him selfe his heyres executors administrators, & for all & every of them do further covenant promiss & grant to & with the sayd John Bray his heyres & assignes, & to & with every of them by these Presents that hee the sd Job Allcocke & his heyres shall & will with in seaven years next Enseuing the date here of, at the request Cost & charge in law of him the sd John Bray his heyres & assignes make due acknowledgment execute & suffer, or Cause to bee made done acknowledged executed & suffered all & euery such further lawfull & reasonable act or Acts thing & thinges demise & demised assurances & convayances in the law w<sup>t</sup>soever, for the further & more better assurance & sure makeing, & Inioying of the sd Land before granted bee it by fine deed or otherwise, as learned In the law shall bee reasonably demissed or required In witness w<sup>t</sup>of the Prty aboue named

to this Present Indenture Interchangeably haue sett his  
hand & seal the day & yeare first aboue written 1666/

Sealed & Deliverd

Job Allcocke (<sup>his</sup>seal)

In y<sup>e</sup> Presence of

Fran : Morgan/

Isacke Walker/

Memorandū : that vpon the 18<sup>th</sup> day of November 1666/  
quiett and peaceable possession of the land with in granted,  
& given & delivered by the with in named Job Allcocke,  
vnto the with in named John Bray in named of  
possession & seasin of all lands & y<sup>e</sup> appurte-  
nances therevnto belonging, In the Deed with in  
written contayned, to haue & to hould vnto the  
sd John Bray his heyres & assignes for ever, according to  
the Tenour & true meaneing of the deed with in written In  
Presence of/ Job Allcocke

Witness/

George Snell/

This Instrument aboue written, &  
possession given acknowledged by  
Job Allcocke to bee his Act & Deed  
vnto Mr John Bray this 8<sup>th</sup> day of  
January 1666/ before mee Edw :  
Rishworth Jus<sup>t</sup> pe :

A true Coppy of this Deed aboue written, & possession of  
y<sup>e</sup> land y<sup>e</sup>in mentioned given, with the Acknowledgment  
y<sup>e</sup>of, Transcribed out of y<sup>e</sup> originall, & there with Compared  
this 23 : day of January 1666/ p Edw : Rishworth ReCor :


[13]

Thom: Crocket  
&  
Rob<sup>t</sup> Mendum

Know all men by these psents, that I Robert  
Mendum of Pischataqua haue bought the house  
& foure Acers of ground of Thomas Crockett  
which hee bought of William Wormewood, & I the sd  
Robert Mendum am to give to the sd Thomas Crockett,  
for his house & foure Acers of ground the some of nine  
pounds & tenn shillings to bee payd the next spring, Three

pounds In money, & the rest In Commoditys at Michelmass next, In the yeare 1648/ & I the sd Thomas Crockett do bind my selfe & my assignes vpon payment of this money to giue to y<sup>e</sup> aforesd Robert Mendum or his assignes possession of the house & foure acers of ground aboue named witness my hand the 21<sup>th</sup>, of Septemb<sup>r</sup> 1647 :

John Seely/

The Marke  of

Thomas Bestone/

Thomas Crockett/

A true Coppy of this Instrument aboue written transcribed out of the originall & there with compared this 23 : Janvary 1666 :

p Edw : Rishworth Rishworth ReCor :

Francis Morgan

&

Rich<sup>d</sup> Endell

Articles of agreement between Francis Morgan

& Richard Endle for Three scoore acers of land

In spruse Cricke on the East side beginieing at Gowse Cove Northerly, & to come down South towards the Cricke, towards the Marshie Cove, & soe backwards by the same breadth North East till the threescore acers bee accomplished, according to a Town grant, & In consideration I Richard Endle do Ingage my selfe my heyres executors or assignes to pay or cause to bee payd vnto the sd ffrancis Morgan Three scoore pounds In M<sup>r</sup>chandable & refuge fish & Macharell halfe this fall, & the other In fish & Macharell In July or August at the next Fall, as Witness my hand the 14<sup>th</sup> of October 1665 :

Testes

Richard Endell/

The marke of

James Leach

Hugh Allward/



A true Coppy of this agreement aboue written transcribed out of y<sup>e</sup> originall & there with Compared this 24<sup>th</sup> Janvary 1666 : p Edw : Rishworth

ReCor :

BOOK II, FOL. 13.

This Instrument Witnesseth this 14<sup>th</sup> of June 1659: that  
I Nanuddemance Proprietor of these Lands hereafter mentioned, haue lett sett & sould all my right title of the sayd  
Lands & Tymber, with the appurtenances of  
Marsh, & vpland Meddow, vnto John Parker  
now dwelling vpon the sd Land, vnto him his  
heyres executors & administrators for ever, for  
one beaver skine received, & the yearly rent of one bushell  
of Corne, & a quart of Lyquor to bee payd vnto the sd  
Nanuddemance & his heyres for ever at or before every fife  
& Twentieth day of Decemb<sup>r</sup> being Christmass day at the  
dwelling house of the sd Parker, reserveing out of the  
aforesd Land, Lyberty vnto mee my heyres to fish fowle &  
hunt, alsoe to sett otter Trapps with out Molestation/ The  
aforesd Land being bounded as followeth/


Begining at the first high head, vpon the South West  
side of Sagadahoc River, & soe running vp the sd River vnto  
Winnigans Cricke being by estimation six Miles, or there  
abouts, & all that Tract of Land South Westward vnto the  
Eastern part of Cascoe Bay/ To confirme the treuth hereof,  
I haue herevnto sett my hand the day & yeare aboue written/

Witnesses/

Henery Jocelyn/  
Richard Foxwell/  
Roger Spencer/

The Marke

of Nanuddemance/

The marke of 

Mr Robert Hoode Sagamore/

A true Coppy of this grant or deed aboue written, transcribed out of the originall & thejr with compared this 22<sup>th</sup>  
day of May : 1667 : p Edw : Rishworth Re : Cor :

Bee It known unto all men by these Presents, that I  
William Bonighton of Sacoe, do by these Presents assigne

BOOK II, FOL. 13, 14.

sell & make over vnto Mr George Munioy of Cascoe a Certen  
 Shallop about six Tunns or thejr abouts with all  
 the Ankers Cables & sales, & appurtenances  
 belonging to her, to haue & to hould from mee  
 the sd William Bonighton, my heyres executors  
 administrators, to him the sayd George Munioy his heyres  
 executors administrators & assignes for ever, provided that  
 in Case the sd William Bonighton [14] or his order shall  
 well & truely pay or Cause to bee payd at the house of Mr  
 George Munioy In Cascoe, sixteene pounds 3<sup>s</sup>: at or before  
 the last of October next, then this obligation to bee voyd &  
 of none effect, or other wise to stand In full force & vertue ;  
 And It is agreed that William Boninighton shall haue the  
 vss of the boate this sommer till Octobr next after the Date  
 hereof, provided hee deliver the sd boate with the sayd  
 appurtenances safe to the sd George Munioy, In as good  
 condition as shee now is in Cascoe Bay In the Moenth of  
 Octobr next, or the payment of the bills In good & Current  
 pay, and the sd William Bonighton doth Insure the boate at  
 this Present to bee his onely, & free from titles or Clames  
 w<sup>h</sup>soever/ In witness of the treuth of the aboue written  
 p<sup>r</sup>misses I William Bonighton haue here vnto sett my hand  
 this sixt day of Aprill : 1667 :

Signed & delivered In the

Presence of us/


Francis Neale/


Hene : Williams/

William Bonighton

his Marke 

Possession given of the sd Shallop  
 In the Presence of us, as witness  
 o<sup>r</sup> hands this 7<sup>th</sup> of Aprill, 1667 :

Andrew Thornes marke 

Tho : Halies marke 

Andrew Thorne & Tho : Halie giue thejr oaths that they  
 saw the Shallop deliverd as aboue expressed the 7 : of Aprill :  
 67 : before mee Fran : Hooke Jus<sup>s</sup> pe

BOOK II, FOL. 14.

This Instrument was acknowledged & delivered before mee the day & yeare aboue written the 7 : Aprill : 1667 :  
Fran : Hooke Just pe :

A Trve Coppy of this assignement aboue written, & of possession of the shallop delivered to Mr Geo : Munioy, with an acknowledgm<sup>t</sup> thereof transcribed out of y<sup>e</sup> originall & therewith compared this 23 : day of May 1667 :

p Edw : Rishworth ReCor :

This Indenture made, the Two & twentieth day of Aprill, In the Eleaventh yeare of our Sovereign Lord, Charles, by the grace of god, King of England, Scottland, france, & Ireland, Defend<sup>r</sup> of the faith &c : betwene the Councell established at Plymouth In the County of Deavon for the planting ordering ruleing & governing of New England, in America on y<sup>e</sup> one part, & Cap<sup>t</sup> John Masone Esq<sup>r</sup> on the other part, Witnesseth/ That w<sup>as</sup> our late Soueraign Lord King James of blessed memory, by his highness Letters pattents vnder the great seal of England, bearing date at Westminster the third day of Novemb<sup>r</sup> In the eighteenth yeare of his highnesse Reign over the Realme of England, for the considerations In the same letters pattents expressed, hath absolutely given granted & Confirmed vnto the sayd Councell & thejr successors for ever, all the Land of New England In America liing & being In breadth from fourty degrees of Northerly latitude from the æquinocctiall Lyne, to fourty eight degrees of the sd Northerly latitude Inclusiuely, & In length of & with in all the breadth aforesd, through out the Mayn Land from sea to sea, together alsoe with all the firme Lands, soyles, grounds Havons, Ports, Rivers, Waters, fishings Mines, and Mineralls as well Royall mines of gould & silver as other Mines & Mineralls, pretious stones quarries, & all & singular other commoditys Jurisdictions, Royalties, priviledges, frantises,

Plymouth  
Council  
&  
J<sup>n</sup> Mason

& præheminences, both with in the sd Tract of Land, vpon the Mayn, & alsoe with in the Islands, & seas adioyning (as by the sd Letters Pattents amongst diverse other things thejr in contayned, more at Large doth & may appeare)

Now this Indenture further Witnesseth, that y<sup>e</sup> sd Counsell in P<sup>r</sup>formance of an agreement made by & between them selues, & Inacted the third day of February last past before the date of these Presents, for a competent some of Money, & alsoe for diverse other good causes & considerations them the sayd counsell herevnto espetially moueing, haue given granted barganed sould, Inffeeffed & confirmed, & by these Presents do give grant bargan sell Infeoffe & confirme vnto the sd Cap<sup>t</sup> John Mayson his heyres & assignes, all that part purpart & portion of the Mayn Land of New England aforesd, begining from the Middle part of Nahumkege River & from thence to proceed Eastward along the sea Coast to Cape Ann, & round about the same to Pischataqua harbour, & soe forward vp with in the River of Newgewanacke, & to the furthest head of the sd River, & from thence [15] Northwestwards, till sixty Miles bee finished from the first entrance of Pischataqua Harbour, & alsoe from Nauumkeage through the River there of vp into the land West sixty Miles, from which perioud to crosse over Land to the sixty Miles end, accompted from Pischataqua through Newgewanacke River, to the Land Northwestward aforesd, & alsoe all that South halfe of the Yles of shoales togeather with all other Iselands & Iseletts as well Imbayd, as with in fīue Leagues distance from the Premisses, & abutting vpon the same or any part or Prcell thereof, not otherwise granted to any by spetiall name; All which Part & portion of Lands Islands & P<sup>r</sup>misses are from hence forth to bee Called by the name of New Hampshyre/ And alsoe the sd Counsell for the Considerations aforesd, haue given granted barganed sould Infeoffed & confirmed, & by these psents do give grant bargan sell Infeoff & confirme vnto the sd Cap<sup>t</sup> John Mayson his heyres & assignes all that other Prcell or portion

of Lands, woods & wood grounds, lijn on the South East Part of the River Sagadehocke In New England aforesd, at the Mouth or entrance there of, Contayneing, & to contayn there tenn thousand Acers/ Which sd other Prcell of Lands from hence forth is to bee Called by the name of Massonia/ And moreouer the sd counsell for the considerations aforesd, haue given granted barganed sould, Infeoffd & Confirmed, & by these Presents do give grant bargan sell Infeoff & confirme vnto the sd Cap<sup>t</sup> John Mason his heyres & assigns, togeather with the sd barganed Premisses, all the firme lands soyles grounds Havons, Ports Rivers, waters fishings, Mines & mineralls, as well Royall Mines of gould & silver, as other Mines & Mineralls, prætiuous stones quarries, & all & singular other Cõmoditys, Jurisdicktions Royaltys, priuiledges frantises, & preheminences both within the sd Tracts of Land vpon the Mayn, & alsoe with in the Ylands & seas adioyneing/ Saveing, excepting, & reserving, out of this Present grant onely the fifth Part of all the oare of gould & silver due to his Majestys heyres & Successors, & In & by the sd recited Letters Pattents reserved/ To haue & to hould all those the sd severall Prcells of Land, & all the other sd barganed Premisses, with thejr & euery of there appurtenācs (except before excepted) vnto the sd Cap<sup>t</sup> John Mason, his heyres & assignes, to the onely proper vss & behalfe of him the sd Cap<sup>t</sup> John Mason, his heys & assigns for ever, & to bee Inioyed as fully freely & In as large ample & benefitiall manner & forme to all Intents & purposes w<sup>h</sup>soever, as they the sd Counsell & thejr successors by vertue of the sd recited letters Pattents might or out to haue hould & Inioy the same or any Part or Prcell there of/ In witness w<sup>h</sup>of to the one Part of this Present Indenture, remaneing in the hands of the sd Cap<sup>t</sup> John Mason, they the sd Counsell haue afixed thejr Cõman seal/ to the other Part of this Present Indenture remajning In the hands of the sd Counsell, the sd Cap<sup>t</sup> John Mason hath sett two his hand & seal dated the day & yeare first aboue written/ Anno:

BOOK II, FOL. 15.

Dom: 1635 : & sealed with the seal of the sd Counsell  
thereon appended/

Vera Copia/

Fred : Ixem Noto<sup>m</sup> pub<sup>us</sup>

1664 :

A True Coppy transcribed out of the originall Coppy this  
25 May : 1667 : & there with Compared p Edw : Rishworth  
Re : Cor :

To all Christean people vnto whom these Presents shall  
come, the Councell for the affayres of New England In  
America send greeteing in o<sup>r</sup> Lord god everlasting/ W<sup>ras</sup>  
our late Soueraign Ld King James of blessed memory, by  
his highness letters pattents vnder the great seal of England  
beareing date at Westminster the third day of Novemb<sup>r</sup> In  
the eighteenth yeare of his Reign over his highness Realme  
of England, for the Consideration In these letters Pattents  
expressd, & declared, hath absolutely given granted & Con-  
firmed vnto the said counsell, & their successors for ever,  
All the land of New England In America, lieng & being in  
breadth from fourty degrees of Notherly Lati-  
tude from the equinoctiall Lyne to fourty eight  
degrees of the sd Notherly latitude Includseively,  
& In length of and with in all the breadth  
aforesd, from sea to sea, togeather alsoe with all the firme  
Lands Soyles grounds, havens ports Rivers, Waters, fishings,  
Mines, & Mineralls as Well Royall Mines of gould & silver  
as other Mines, & Mineralls pretious stoons quaries, & all  
singular other commoditys, Jurisdictions Royaltys, privi-  
ledges Frantisces, preheminences, both with in the sd Tract  
of Land, vpon y<sup>e</sup> Mayn & alsoe within the Yslands & seas  
Adioyneing, as by the sd letters pattents, amongst diverse  
other things therein Contayned, more at large, doth & may  
appeare; Now know all men by these psents, That y<sup>e</sup> sd

Plim: Councell  
To  
Jn<sup>e</sup> Mason

Counsell of New [16] England in America being assembled In publick Court, according to an act made & agreed vpon the third day of February last past, before the date of these Presents, for diverse good causes & considerations, them y<sup>v</sup>nto espetially moueing, Have given, granted, aliened barganed & sould, & in & by these Presents do for them & thejr successors, give, grant, aliene bargane sell & confirme vnto Cap<sup>t</sup> John Mason Esq<sup>r</sup>, his heyres & assignes, all that part of the Mayn Land of New England aforesd, begining from the Middle part of Navmkeck River, & from thence to proceed Eastwards along the sea Coast to Cape Anne & round about the same to Pischataway Harbor, & soe forwards vp with in the River of Newgewanacke, & to y<sup>e</sup> furthest head of the sd River, & from thence North Westwards, till sixty Miles bee finished, from the first entrance of Pischataqua Harbor & alsoe from Naumkecke through the River thereof vp into the Land West sixty Miles, from which period to cross over Land to y<sup>e</sup> sixty Miles End, accompted from Pischataway, through Newgewanack River to the Land North West aforesd, & alsoe all that the South halfe of the Yles of shoales, all which Lands with the Consent of the Counsell shall from henceforth bee Called New Hamshyre/ And alsoe tenn Thousand Acers more of Land In New England aforesd, on the South East part of Sagadihoc, at the Mouth or entrance y<sup>r</sup> of, from henceforth to bee Called by the name of Massonia/ togeather with all & singular Havens Harbors, Cricks, & Iylands Inbayd, & all Islands & Isetts, lijng with in fiae leagues distance of the Mayne land opposite & abutting vpon the Premises or any part thereof, Not formerly lawfully granted to any, by spetiall name, & all Mines, Mineralls, quaries soyles, & woods, Marshes waters Rivers lakes, fishing, hawkings hunting, & fowling, & All other Royaltys, Jurisdiccions previledges, Preheminences profitts, cõmoditys, & hæreditaments w<sup>s</sup>soever, with all & singular thejr & every of y<sup>r</sup> app<sup>t</sup>enances & togeather alsoe with all rents reserved, & the benefitt of all profitts due to

the sd Counsell, & thejr successors, with pouer of Judicature in all causes & matters w<sup>s</sup>oeuer, as Well Criminall Capitall & ciuill, ariseing or which may hereafter arise with in the Lymitts, bounds & p<sup>r</sup>incts aforesayd, to bee exercized, & executèd according to the Laws of England, as neere as may bee, by the sd Cap<sup>t</sup> John Mason his heyres & assignes, or his or thejr Deputys Leeften<sup>s</sup> Judges, Stewards or officers therevnto by him or them assignned, deputed or appoynted from tyme to tyme, with all other priuiledges frantises, Lybertys, Immunitys, Escheats, & causuallitys, there of ariseing or which shall or may hereafter arise with in the sd Lymitts & p<sup>r</sup>incts with all the Right title Clayme & demānd w<sup>s</sup>oeuer, which the sd Counsell & thejr successors now of right haue or ought to haue or Claime, or may haue or acquir hereafter in or to the sd portion of Lands, or Islands, or any of the p<sup>r</sup>misses, and In as large free ample benefitiaall a manner, to all Intents Constructions & purposes w<sup>s</sup>oeuer, as the sd Counsell, by vertue of his Majestys sd letters Pattents may or Can grant the same saveing & always reserving vnto y<sup>e</sup> sd Counsell & thejr successors pouer to receive heare & determine & singular appeale & appeales of every pson & Prsons w<sup>s</sup>oeuer, dwelling or Inhabiting with in the sd Territorys & Yslands or any Prt thereof, soe granted as aforesd, of & from all Judgments & sentences w<sup>s</sup>oeuer given with in the sd Lands, & territorys aforesd, To haue & to hould all & singular the Lands & p<sup>r</sup>misses aboue by these p<sup>r</sup>sents granted (except before excepted) with all & all manner of Profetts, commoditys & hæriditaments, whatsoeuer, with in the Lands & p<sup>r</sup>incts aforesd, to the sd Lands Yslands & p<sup>r</sup>misses, or any Part of them any wise belonging, or appertayning vnto the sd Cap<sup>t</sup> John Mason his heyres & assignes, to the onely p<sup>p</sup>er vss & behoofe of him the sd Cap<sup>t</sup> John Mason his heyres & assignes for ever, to bee houlden of the sd Counsell & thejr successors p<sup>r</sup> gladium Commitatis, that is to say by finding foure able men conveniently armed & arayed for the warr to Attend vpon the Gouvern<sup>r</sup> of New

BOOK II, Fol. 16, 17.

England, for the publick service of, within foureteen days after any warneing given/ Yejlding & paijng vnto the sd Counsell & y<sup>r</sup> successors for ever one fift Part of all the oare of the Mines of gould & silver, which shall bee had<sup>d</sup> possessed or obtayned, with in the Lymitts or ꝑcincts aforesd, for all Rents services, dutys & demānds w<sup>h</sup>soever, due vnto the sd Counsell & thejr successors, from any plantation within the Precincts aforesd, the same to bee delivered vnto his Majestys Receiver [17] his Deputy or Deputys assigned for the receipt there of to the vss of his Majesty his heyres & successors from tyme to tyme with in the Lands ꝑcincts & territorys of New England, aforesd; And lastly the sd Counsell haue deputed & authoriz'd & appoynted & In thejr place & stead haue putt Henery Jocelyn Esq<sup>r</sup>, & Ambrose Gibbines Gentle<sup>~</sup>: or either of them to bee y<sup>r</sup> true & lawfull Attorney, & Attorneys for them & In y<sup>r</sup> name & stead to enter into the sd Lands & other the ꝑmisses with thejr appurtenances or any Part thereof in the name of the whool, & to take quiett & peaceable possession & seazin thereof soe had & taken as aforesd/ then to deliver the same vnto the sd Cap<sup>t</sup> John Mason his heyres or assigns, or to his or thejr Certen attorney or Atturnys to bee by him or y<sup>m</sup> deputed on that behalfe, according to the purport trve Intent & meaning of these ꝑsents/ In witness w<sup>r</sup> of they the sd Counsell haue here vnto afixed thejr co<sup>m</sup>an seal/ Dated the Two & Twenteth day of Aprill, In the Eleaventh yeare of the Reigne of o<sup>r</sup> Soueraign Ld Charles by the grace of god King of England Scotland, ffrance & Ireland Defend<sup>r</sup> of the faith Anno: Dom<sup>~</sup>: 1635 :

Sealed with the seal of the sd Counsell there to appended/

Vera Copia/

Fred : Ixem Notoio<sup>r</sup>

Publicus/

A trve Coppy transcribed out of the originall Coppy & there with Compared this 27 : May : 1667 :

p Edw : Rishworth ReCor :

To the Kings most exēl<sup>t</sup> Majestie/

The humble petition of Robert Mason of London M<sup>c</sup>chant Edw<sup>d</sup> Godfrey, Henery Gardiner, George Griffine & sundry other pattentees, & Inhabitants of the provinces of Hampshire, & Mayn, & severall other Tracts of Land in New England/

Sheweth

Mason Godfrey  
&c  
Petition to y<sup>r</sup>  
King

That your petitioners by Pattents granted, by yo<sup>r</sup> Majestys most Royall father of ever blessed Memory, Were possessed of sundrey Tracts of land in New New England, with the diverse priviledges y<sup>r</sup>vnto granted as by the sd Pattents may appeare, the which at a great Charge was populated, to the expence of about 20000<sup>l</sup>d Sterlg: They governing the Colonys quietly & peaceably many years according to the laws of yo<sup>r</sup> Majestys kingdome of England, But dureing these late sadd tymes of distraction here In England, those of the Pattent & Colloney of the Massatusetts, Intending to make them selues a free state, & to bring all that yo<sup>r</sup> Majestys vast territory vnder thejr pouer & subjection, haue by strong hand & Menaces, deprived your petitioners of thejr lands & priviledges, seized on thejr Cattle, & would haue Imposed vpon yo<sup>r</sup> petitioners & thejr servants an oath of fidelity to thejr goverment, with out any relation to your Majestys kingdome of England, laijng great fines vpon those that should seeke to England for releife, to some of yo<sup>r</sup> petitioners rujne & y<sup>r</sup> familys vtter vndoeing/

Yo<sup>r</sup> petitioners must humbly pray, that In regard It is of Concernem<sup>t</sup> to your Majesty, & redresse of yo<sup>r</sup> Petio<sup>n</sup> that yo<sup>r</sup> Majesty will be gratusly pleasd to referr the heareing of the Cases to the Right Hono<sup>ble</sup> Ld Willoughby of Parham, Lord Baltimore, Robert Mason Docto<sup>r</sup> of Laws, & one of the Maisters of request to yo<sup>r</sup> Majesty Sir James Bunce, K<sup>t</sup> & Barronett, Sir John Jacob K<sup>t</sup> Sir Nicho: Crip K<sup>t</sup> Sir Richd Foard, John Exton Docter of laws, Gyles Sweatt

Book II, Fol. 17, 18.

Docter of laws William Turner Docter of laws, & John Mills  
Doct<sup>r</sup> of Laws, & Thomas Povey Esq<sup>r</sup>, or to any three or  
more of them, to call before them all Prtys Interested, & to  
hear & examine the whool matter complayned of, & accord-  
ingly to report thejr opinions to yo<sup>r</sup> Majesty what they con-  
ceive fitt for yo<sup>r</sup> Majesty to do In the Petitioners behalfe/

And they shall ever pray &c :/

Att the Court at Whitte Hall the 17: Novemb<sup>r</sup> 1660 :

**Answer** His Majesty haueing beene moved in this peti-  
tion is gratusly pleasd to grant the Petiti<sup>on</sup>  
humble request, & to referr the Consideration thereof to the  
L<sup>ds</sup> K<sup>ts</sup> & others in the petition mentioned, or to any three  
or more of them, who are hereby authorized to call all Prtys  
Interested before them, & after due examination had of the  
Prticulars thejr in, his Majestys pleasure is, that they the sd  
referees do report thejr proceedings & opinions therein to  
his Majesty what they shall conceive fitt for his Majesty to  
doe In the Petiti<sup>on</sup> behalfe as It is humbly desired, & then  
his Majesty will declare his further pleasure/

Robert Mason/

vera Copia of this petition aboue written, &  
his Majestys answere therevnto, transcribed out of thejr  
originalls & there with Compared this 28<sup>th</sup> d : of May : 1667 :  
p Edw : Rishworth Re : Cor :

To the Kings Most Excellent Majesty/

**Mason &c**  
**To y<sup>r</sup> King** According to yo<sup>r</sup> Majestys refference vpon the  
petition of Robert Mason, Edward Godfrey &  
others herevnto annexed, bearing date at White  
hall the seaventeenth of Novemb<sup>r</sup> 1660 : Wee haue heard the  
Claymes & Complaynts of the Petitioners, & also summoned  
by process publiquely, executed at the Exchange, [18] on  
the xxi<sup>th</sup> day of Janvary last, agajnst all psons Interested In

that business, but none appeared but Cap<sup>t</sup> John Leverett, who acknowledged that formerly hee was Commissionated as an Agent of the Corporation of Boston In New England, but that now hee had noe authority to appeare or act in thejr behalfe/ vpon produceing diverse letters Pattents, & examination of Witnesses, Wee find that Cap<sup>t</sup> John Mason grandfather to Robert Mason one of the petitioners & Edw : Godfrey one other of the petitioners by vertue of severall Letters patents vnder the great Seal of England granted vnto them & others by yo<sup>r</sup> Majestys late Royall father, by them selues & thejr assignes, haue been in Actuell & quiett possession of severall tracts Prcells & devisions of Land, in New England, as In & by the sd letters Patents is pticularly expressed/ And that y<sup>e</sup> sd Cap<sup>t</sup> John Mason, & the sd Edw : Godfrey did expend, & lay out considerable somes of Money In settleing Plantations & Collonys there/

That the sd Edward Godfrey hath lived there for fife & twenty years haueing vndergone & discharged the office of Gover of the Province of Mayn, with much reputation & Integrity of Justice, & Indeauoring the regulation & gouernment of those Prts where hee lived, according to the known & settled laws of this Kingdome/

That Notwithstanding the sd Edw : Godfrey hath not onely been turned out of his sd place of Gouverment, but hath been vtterly outed & dispossesed of his lands & estate, in that County which the Inhabitants of the Massatusetts haue forcebly seized & still do detayne the same from him/

That It appeareth as Well by the testimony of Witnesses, as by a Coppy of the Letters Patents, that they were not to act any thing repugnant to y<sup>e</sup> laws of England, nor to extend thejr bounds & lymitts of the sd Corporation further then three Miles Northwards of Merrimacke River; And as a memoriall & evidence there of, the Gouverner of the Massatusetts did sett vp an house about 30 years since w<sup>ch</sup> was Called the bound house, & is known by that name to this day/ And with devisions & assignement or Lott of land the

Inhabitants & Patentees of the sd corporation of the Massatsetts rested contented for the space of sixteen years together, vntill about the yeare 1652: they did Inlarge & stretch y<sup>r</sup> lyne about three scoore Miles beyond thejr known & settled bounds, aforesd; And haue thereby not onely Invaded & Incroached vpon plantations, & Inheritances of the petition<sup>r</sup> & other yo<sup>r</sup> Majestys subjects, but by Menaces & armed forces Compelled y<sup>m</sup> to submit to thejr vsurped & arbitrary goverment, w<sup>ch</sup> they haue declared to bee Independent of yo<sup>r</sup> Majestys Crowne of England, & not subordinate there vnto/ It appeareth further by the Witnesses, that y<sup>e</sup> Collony of the Massatsetts hath for this many years past, haue Indeaured to Moddle & Contrive themselues into a free state or Co<sup>m</sup>an Wealth, with out any relation to the Crowne of England, Assumeing on them selues the name & style of a Co<sup>m</sup>an Wealth, Issueing out of Writts In y<sup>r</sup> owne names, Imposinge of Oaths to bee trve vnto them selues contrary to that of Alleagiance, Coyneing of Money with thejr own stampe, & signature, exercizing an Arbitrary pouer over the estats & Prsons of all such as submitt not to thejr goverment, allowing them noe appeals to England, & some haue been soe bould as publiquly to affirme, that If his Majesty should send them a Governer, That the severall Townes & Churches throughout the whoole Countrey vnder y<sup>r</sup> goverment did resolve to oppose him/ And others haue sd that before they of New England would or should submitt to any appeale to England, they would sell that Countrey or plantation to the King of Spaine/

That by reason of the pmisses, the sd Robert Mason, & Edw : Godfrey, haue been damnifyd In thejr plantations, & estates to the valew of fve thousand pounds, according to y<sup>e</sup> Judgme<sup>t</sup> & estimation of severall Witnesses, examined In y<sup>r</sup> behalfe/

But by what Pretence of right or authority, the Massatsetts haue taken vpon them to Proceede & act In such a manner doth not appeare to us/

BOOK II, FOL. 18, 19.

All which Wee most humbly represent to yo<sup>r</sup> Majesty, In duty & obedience to your Co<sup>m</sup>ands, not Presumeing to offer any opinion In a business of soe high Importance, w<sup>h</sup>in the Publique Interest & Goverment of yo<sup>r</sup> Majesty, appeares soe much Intermix't & Concern'd with the private Interest of the petitioners/

	Robert Mason/	G. Sweit
veria Copia, of this returne	Ja : Bunce/	Richard Ford
made by the referrees to	Joh : Exton	John Myles/
his Majesty, transcribed	Tho : Povey/	
out of the originall & thejr		
with compared this 29 <sup>th</sup> day of May/		
1667 : p Edw : Rishworth	Re : Cor :	

To the Kings most Ex<sup>t</sup> Majesty/

The humble petition of Robert Mason of London M<sup>r</sup>chant pattentee of the province of Hampshyre, & the heyre of Edw : Godfrey Inhabitant of the province of Mayn, In New England/

Sheweth/

That yo<sup>r</sup> petitioners did in Anno : 1660 : In a former Petition presented to yo<sup>r</sup> Majesty sett forth the vnjust & tiranicall proceedings of those of the Province of

Masons Petition  
To  
the King

the Massatusetts against yo<sup>r</sup> petitioners/ Where-  
vpon your Majesty was most graciously pleas'd  
to referr the consideration of yo<sup>r</sup> Petitioners  
Complaynts vnto the Right Hono<sup>ble</sup> the Lord Willowby of  
Parham, Ld Baltimore, Robert Mason Doctor of laws, &  
one of the Maisters of request to your Majesty, James  
Bunce K<sup>t</sup> & Baro<sup>t</sup> John Jacob K<sup>t</sup> Sir Nicho : Crisp, S<sup>r</sup> Richd  
Ford, John Exton Doctor of laws, Gyles Sweit Doctor of  
laws, William Turner Doc<sup>r</sup> of laws, [19] John Mylls Doct<sup>r</sup>  
of Laws & Thomas Povey Esq<sup>r</sup>, or to any three or more

of them, who were authorized to call all Prtys Interessed before them, & after due examination had of the Prticulars, to make report thereof to yo<sup>r</sup> Majesty, & then your Majesty would declare your further pleasure/ The former petition & reference with the referrees report, being here vnto Annexed is humbly Presented to yo<sup>r</sup> Majesty/

Your Petio<sup>n</sup> most humbly pray, that In regard yo<sup>r</sup> Majesty is pleasd to send over Commissio<sup>n</sup> to New England for y<sup>e</sup> settleing of yo<sup>r</sup> Majestys Country, & seing noe Prson appeared here In defence of the Massatusetts of the Corporation of Boston in New England, to the Complaynt of yo<sup>r</sup> Petitio<sup>n</sup> That y<sup>r</sup> fore yo<sup>r</sup> Majesty would bee graciously pleasd to referr & reco<sup>m</sup>end the Complaynts of yo<sup>r</sup> Petitioners, with the report of the referrees, vnto the further examination of those your Majestys Commissioners for New England, with pouer to determine there of as they shall see fitting/

And yo<sup>r</sup> Petitio<sup>n</sup> shall ever pray/

A true Coppy of this petition aboue written transcribed out of the originall & there with compared this 31 : May : 1667 : p Edw : Rishworth Re : Cor :

Collo<sup>t</sup> Richd

London 3 : May : 1664 :

Nicolls/

And much Hono<sup>r</sup>d Sir/

It hath been my great misfortūe that I had not the hono<sup>r</sup> of your acquaintance, before you left London, since you are by his Majesty appoynted one of the Commissioners for New England, & as I am Informed reco<sup>m</sup>ended to that Countrey for y<sup>e</sup> Generall Goūer, thereof I am hartily glad ; I am heyre to, & proprieto<sup>r</sup> of a very considerable Tract of Land In New

Robt Masons  
Letter to  
Col<sup>r</sup> Nicolls

England liſing vpon the River of Piſchataqua, according to the Indenture here Incloſed, being true Coppys examined & Atteſted by Fredericke Ixem publiſ & ſoole notary to our Soueraign Ld the King, the bounds of my pattent w<sup>by</sup> you will pceiue my grandfather John Maſon Eſq<sup>r</sup>, did in his life tyme expend vpon y<sup>t</sup> Province of New Hampſhyre w<sup>by</sup> my Lands are called, aboue eight thouſand poūds the benefitt whereof Wee Inioyed till about y<sup>e</sup> yeare 1650: Thoſe with out the Collony of Boſton with out cauſe or reaſon ſeized on my eſtate, ſeueral of the Inhabitants Complijng & combineing with them, to defraud mee of my right, & hitherto Iniuſtly haue made hauocke thereof/ It is therefore my hmble request to you that you will bee pleaſed, with others the Commiſſioners to bound of ſeueral Pattents, that ſo all manner of Contention for future may Cease, & according to as vnder my hand and ſeal I haue given you full pouer to order ſettle & governe my province, as In yo<sup>r</sup> wiſedome you ſhall ſee fitting, & to erect Courts of Judicature In ſuch places of the province, as ſhall bee moſt Conuenient for the Inhabitants, for that I haue noe dependance vpon, or relation two the Courts of Boſton/ & that you place ſuch Mageſtrats & officers in that province as you ſhall beſt bee pleaſed, w<sup>by</sup> It may bee governed vnder obedience to his Maieſty/ And if it ſhall pleaſe you to take care of theſe my lands In the letting & Renting thereof, I ſhall readily allow yo<sup>r</sup> Worſhip the one 3d part of all the profetts, that ſhall bee made thereof, which in a ſhort tyme will bee very conſiderable, there being aboue one Thouſand familys vpon the land you may bee pleaſed to lett there leaſes for ſuch Tearme of years as you ſhall thinke fitting/ & if you cannot act herein Immediately your ſelfe, you may pleaſe to ſubſtitute yo<sup>r</sup> Attorney whom you pleaſe, hee giueing you an Accōpt thereof/ I haue a Kineſman Mr Jos: Maſon liueing at Piſchataqua, who was formerly my agent but by reaſon of his age, is not able any longer to Act therein/ hee can give you a good Accompt of the ſtate of my affayres/ the

most considerable of the Lands Improued by my grandfather, are those that ly by the entrance of Pischataway harbour, with the great Island, & the lands at Newgewanacke, where vpon are many Saw Mills/ these Lands will yejld a considerable Rent/ for lands wch haue been Improved by others at thejr Charge I leave that to your selfe, to take such rent as may give them Incoragement/ I hope you will not denie mee the acceptance of this trouble/ begging yo<sup>r</sup> answere I humbly take leave & rest/

yo<sup>r</sup> most humble servant/

Bee pleasd to direct yo<sup>r</sup> letters  
to mee In S<sup>t</sup> Nicho : Lane/

Robert Mason

I must confess I am altogether a stranger to you,  
but by the next poast Mr Vmfrey Nicholson my good frejnd & Neighbour will write you in my behalfe/ Mr Secretary Bennett acquainted mee this day that hee had recommended my business to you, according to a petition I delivered his Majesty/

A true Coppy of Mr Robert Masons letter directed to Gener<sup>l</sup> Nicolls, transcribed out of the originall & therewith Compared this 31 : d : of May : 1667 :

p Edw : Rishworth Re : Cor :

By this publike Instrument of Procuration or letter of Attorney, bee It known & manifest vnto all people, that on the third day of the Moenth of May Anno Dom<sup>i</sup> 1664 : In the sixteenth year of our Soveraign Ld Charles the second by the grace of god King of England Scotland, France & Ireland Defend<sup>r</sup> of y<sup>e</sup> faith &c : Before mee ffredericke Ixem soole Notary & Tabellion Publike to & for our sayd Soveraign Ld the King, Admitted & sworne, dwelling in this citty of London, & In the Presence of the witnesses afternamed Prsonally appeared Robert Mason of London aforesd M<sup>r</sup>-chant, vnto mee Notary well knōn [20] And declared that

w'as by Indenture beareing date the Two & Twentieth of Aprill one thousand six hundred thirty & fwe, Made between the Honorable Counsell then established at Plymouth In the County of Deavon for the planting ruleing ordering & governing of New England, In America of one Part, and Captajn John Mason Esq<sup>r</sup> of the other Part, w'of a Coppy Athen-ticke goeth here with, vnder my notoriall firme & seal of office, The sd Counsell amongst other things therein contained, haue barganed & sould vnto the sd Cap<sup>t</sup> John Mason his heyres & assigns for ever, all that Prt of the Majne Land of New England thejr in Called New Hampshire, & other Prcells of Lands & priviledges & advantages at Large in the sd Indenture mentioned, & as there by may appeare/ Now the sayd appearor, being as hee declareth & deposeth hee is, Grand Child & sole hejre of the sayd Cap<sup>t</sup> John Mason, In the first place revoakeing makeing voyd & of none æffect all former & other Procurations & powers w'soever, by him for the after mentioned æffect given or granted to any Prson or Prsons w'soeuer Hath De novo, made ordajned, & In his stead & place hath putt & Constituted, & by these Presents doth make ordajne & In his stead & place doth putt & Constitue his Trusty & Well beloued frejnd, The Honor<sup>ble</sup> Colonell Richd Nicolls Governer of New England, his trve & Lawfull Attorney & assigney giving vnto him full pouer authority, & spetiall charge for, In the name & to the vss of the sd Constituant, his heyres & assigns to enter into & vpon the sd Lands In the sd receited Indenture mentioned too bee sould or into any part there of, In the name of the whoole, & to take possession thereof, And by lease or for yearly Rent, & vnto such Prson or Prsons for such tyme & such prises & vpon such tearmes & Conditions as his sd Attorney shall thinke fitting, & most Conduceing to the Profit & aduantage of him Constituant, To lett or sett all or any Part or Prcell of the sayd Lands, And alsoe all or any houses edifices or bujldings there on Erected or bujlt, or

Ro<sup>t</sup> Mason's  
Letter of Attor:  
To  
Col: Nicholls

to bee Erected or bujlt & all rent due, or to bee due for the same, or any Part thereof, to recover & receive of & from such Prson or Prsons as it of right shall appertajne/ And of the receipt to make & give due acquittance, & for the effect aforesd to make & pass all such Leases & other writing or writings as shall bee necessary & required/ & If neede bee for the Premisses to appeare, & the Prson of the sd Constituant to rep'sent In all Courts, & before all Lords Judges & Justices/ & to do say pursue Implead seize sequester Attach to Arrest Impryson & to condemne & out of pryson agajne w<sup>n</sup> neede shall bee to deliver/ Likewise one Attorney or more with like or lymited pouer vnder him to make & substitute, & his pleasure to revoake & generally in & concerning the Premisses, & the Dependences thereof to doe, say finish conclude and execute & accomplish all & w<sup>t</sup>soever the sd Constituant him selfe might or could do Prsonally All which the sd Constituant doeth promiss to haue & hould for good firme & of valew for ever/ Provided, that his sd Attorney (haueing by force here of otherwise taken possession of the sd Lands or any part y<sup>t</sup>of shall bee bound att demānd to deliver the same vnto the sd Constituant his executors or assignes, a trve & p<sup>r</sup>fect Accompt of and for w<sup>t</sup>soever by him or his substitute shall bee doune or procured to bee doune In & about the premisses, by vertue hereof/

In witness where of the sd Constituant hath here vnto putt his hand & seale/ This was dōne & passed In this Citty of London In the Prsence of William Storey & Robert Barton my Clarkes

Witnesses/

Robert Mason (<sup>his</sup> seale)

William Storey/

Quod Attestor Manv acsigilla/

Robert Barton/

Fredrick : Ixem Notoriōs publiu<sup>s</sup>

vera Copia of this letter of Attorney aboue written transcribed out of the originall & there with Compared this 31 : day of May 1667 :

p Edw : Rishworth Re : Cor :

[21] To all Christian People, to whom this present Writing shall come/ I Richard Nicolls Esq<sup>r</sup>, Governer of all the Territorys belonging to his Royall Highness, the Duke of Yorke In America, send greeting/ Where as Cap<sup>t</sup> John Mason, was heretofore Interested in a Certen Tract of Land In New England Commonly Called New Hampshire, as alsoe In severall other Prcells of Lands adioyning there vnto,

together with diverse Priviledges & advantages,  
as In an Indenture beareing date the 22<sup>th</sup> day of  
Aprill 1635 : made between the Hono<sup>ble</sup> Counsell  
then established att Plymouth, In the County  
of Deavon, for the planting ruleing ordering &  
governing of New England In America, of the one part &  
the sd Cap<sup>t</sup> John Mason on the other part, more at large  
doth appeare/ And whereas the Right Title & Interest of  
the sd Cap<sup>t</sup> John Mason, is devolved vpon Robert Mason  
of London Merchant his grand child, who by an Instrument  
vnder his hand & seale, Attested by Fredericke Ixem Sole  
Notary & tabellion publique to & for our Sovereign Lord the  
King, vnder the seale of his office, hath putt & Constituted  
mee his true & lawfull Attorney & Assignee, givinge mee  
full pouer & authority to Enter into & vpon the Lands In  
the sayd recieted Indenture mentioned, or Into any part  
thereof/ And to lett or sett all or any part or prcell thereof/  
As alsoe to make a passe a Lease or Leases of the same/  
And one Attorney or more to make & substitute under mee  
as neede shall require/ For the better Manageing, & pre-  
servation of the sayd estate, for the vse & benefitt of  
the Proprieto<sup>r</sup> his heyres & assignes Now know yee, that  
for diverse good reasons & Considerations mee here vnto  
Espetially moueing, I haue made Constituted ordayned  
appoynted, And In my place & steade, by these presents  
haue putt my Loueing frejnd Nicholas Shapleigh of Kittery  
In Pischataqua River M<sup>c</sup>chant, my trve sufficient and lawfull  
Attorney to take care of all the sd estate of Robert Mason

Rich<sup>d</sup> Nicolls  
Lett<sup>r</sup> of  
To Attorney  
Nico Shapleigh

aforesd, wherewith I am Entrusted, that noe part thereof  
bee Imbesselled or destroyed/ More espetially for the pres-  
ervation of Masting, & other Timber trees growing vpon the  
sd Land, fitt for shipping which diverse Prsons haue taken  
the Lyberty to cutt downe & destroy without lycence or  
giveing any Accompt for the same/ I do therefore hereby  
give vnto my sd Attorney, full pouer and authority to hinder  
all or any Prson or Prsons, from Cutting any such Tymber  
or Tymber Trees or Masts growing vpon the Lands aforesd/  
And any such Prson or Prsons to sue & Impleade, who shall  
Committ any trespass vpon the same/ Provided Notwith-  
standing that It shall & may bee lawfull for my sd Attorney,  
& such as hee shall Imploy to Cutt down & transport any  
trees for Masting, or any other vse for shipping, as hee shall  
thinke fitt with in the bounds & Lymitts of the sayd Lands  
with in the Pattent mentioned, liing on the South West side  
of Pischataqua River, and soe vpward Into the Countrey, as  
fare as any Convenjency is for the same/ Hee rendering to  
mee a trve & iust Accompt of all such Tymber Trees and  
Masts as hee shall cause to bee Cutt down or Transported  
together with the valew thereof: And w'soever my sayd  
Attorney shall Lawfully do In my name, concerning the  
Premisses, I do by these presents ratify & Confirme/ In  
witness w<sup>r</sup> of I haue herevnto putt my hand & seale the  
20<sup>th</sup> day of Novemb<sup>r</sup> In the Eighteenth yeare of his Majestys  
Reign, And In the yeare of our Lord God, 1666 :

Signed sealed & Delivered, ( <sup>his</sup><sub>seale</sub> ) Richard Nicolls

In the Presence of,

Robert Carr/ Mathias Nicolls

Edw : Sackeuill/

vera Copia of this letter of Attorney transcribed out of  
the originall & there with Compared this first day of June  
1667 p Edw : Rishworth Re : Cor :

[22] Robert Mason his Title & estate In Certaine Lands  
In New England/

King James of ever blessed Memory, by his letters Pattents vnder y<sup>e</sup> great seale of England beareing date at Westminster the 3d day of Novemb<sup>r</sup> 1620 : In the eighteenth yeare of his Reign ouer the Realme of England for the Consideration there in mentioned did give grant & Confirme vnto the Counsell of New England & there successors for ever all the Land of New England In America In breadth from fourty degrees to fourty eight degrees of Northerly Latitude from the equinoctiall Lyne, & in length of & with in all the breadth aforesd from sea to sea, togeather alsoe with all & singular other Comoditys, Jurisdictions, Royaltys, & priuiledges In the sd Tract of Land & Yslands & Seas adiaycnt as by the sd Letters Pattents relation being there vnto had more at large appeareth/

The sayd Councell of New England as by their Indenture bearing date the 9th day of March In the nineteenth yeare of y<sup>e</sup> Reign of King James for diverse good Causes & considerations them therevnto moueing, did grant bargane & sell vnto John Mason Esq<sup>r</sup> his heyres & assignes for ever, all that great head Land Comanly Called or known by the name of Cape Trapigrandu or Cape Ann, with the North South & East Shoares lijng & being In the Northermost Parts of the Massatusetts Country, & to the North Eastwards of the great River of the Massatusetts, Streaching it selfe out into the Eastward about two leagues or thereabouts, & lijng between the latitude of fourty two & fourty three degrees or there abouts, the backe bounds there of towards the Mayne Land to begine with that part of the next River to the North ward of the sayd Cape, w<sup>ch</sup> runnes vpwards Into the Countrey of the Maine Land Westwards, and is devided from y<sup>t</sup> Port Harbour or River w<sup>ch</sup> runneth into the Land next Adiaycnt to the Southwards of the sayd great Cape, or head Land by the Narrowest streight or passage over the Necke of y<sup>e</sup> Land, betwixt the sayd two Rivers & soe forth East-

wards into the sea, & to the vttmost part of the sd head Land or Cape, & round about the same to the Southwards, & from thence to the next River Porte or Harbour Entering with in the body of the Continent or Mayne Land Westwards, & to the sd Narrowest Necke, or distance over Land, betwixt the sajd two Rivers w<sup>ch</sup> makes the sd Head Land or Cape a peneInsula w<sup>r</sup> the Prambulation begane & halfe way over that is to say to y<sup>e</sup> Midest of the sd Two Rivers, w<sup>ch</sup> bounds or Lymitts the sayd Cape & head Land both on the North & South side thereof, togeather with the great Ysland lijng before the Bay, harbour or River Antiently Called Angoam or Aggowam, & more lately South hampton, scitu-ate lijng or being to the North West Wards of the sayd Cape, or head Land aforesd, & all other Yslands adiacent, within three Miles thereof, to bee houlden of his Majesty his heyres & successors, as of his Majestys highness manner of East Grejne Witch, In the County of Kent In fee & Comman Soccage togeather with all other rights & priuiledges w<sup>h</sup>soever, as by the sajd Indenture relation being there vnto had more at Large appeareth/

And further the sayd Councell of New England In pub-licke Court according to an Act made, as by thejr Indenture beareing date the 22<sup>th</sup> of Aprill 1635 : & agreed  
Mason's  
Rights vpon the 3<sup>d</sup> of Febru : 1634 : for a Competent  
 some of Money, & for diverse other good causes  
 & considerations them there vnto espetially moueing, did grant bargane & sell vnto John Mason Esq<sup>r</sup> his heyres & assignes for ever all that Tract of Mayne Land In New Eng-land aforesd beginning from the Middle part of Navmbecke River from thence to proceede Eastwards along the sea Coast to Cape Ann, & round about the same to Pischataway harbour, & soe forward with in y<sup>e</sup> River of Newgewanacke, & to the furthest head of the sayd River & from thence North Eastwards till sixty Miles bee finished from the first Entrance of Pischataway Habour & alsoe from Navmbecke through the River, thereof vp into the West Land sixty

Miles from w<sup>h</sup> perioud to Crosse over Land to the sixty Miles end Accompting from Pischataway through Newgewa-nacke River to the Land North West ward aforesd/ And alsoe all that that the South halfe of the yles of Shoales/ All which Lands shall from hence forth bee called New Hampshyre/

And alsoe tenn thousand acers of Land In New England, on the South East part of the River Sagadahocke, at the Mouth or Entrance y<sup>o</sup>f from henceforth to bee Called Mas-sonia, togeather with all other Ylands Ysletts as Well Imbayd as with in fiae leagues distance from the Premisses, & abutting vpon the same or any Part or Prcell y<sup>o</sup>f & all other rights & priuiledges w<sup>h</sup>soever, as by the sayd Inden-ture relation being there vnto had more at large appeareth/

[23] The sayd John Mason Esq<sup>r</sup> by his last will & testa-ment beareing date the 26<sup>th</sup> of November: 1635: Leaves his Lands aforesd vnto his Grand sunn Tufton alias Mason to him & his heyres for ever/

A trve Coppy of the Title of Mr Robert Mason Lands transcribed out of the originall & therewith Compared this 1: June 1667: p Edw: Rishworth Re: Cor:

### The Deposition of Allexander Joanes/

Sayth that this Deede of Mr Ric: Vines, that hee made to

Alex: Joanes  
Testimony  
for  
Tho<sup>s</sup> Withers

Thomas Withers for his Land In the Spruse Cricke, that William Walden and this Deponent were Witnesses vnto, was made at Mi<sup>r</sup> Lynnes

Where shee now dwelleth, & that his bounds on the Eastern side of the Cricke, did begine at the Easter Cricke, at a Necke of Land, Called Pine Poynt, & soe on the Wester side of the cricke, It beginneth at y<sup>e</sup> Western Cricke that goeth in West at Eagle Poynt Marsh: & so up along the Cricke as the deede doth expresse/

Taken before mee this 22<sup>th</sup> of Octob<sup>r</sup> 1666: vpon oath

Francis Champnoown Just: pea:

Book II, Fol. 23.

A true Coppy of this Deposition aboue written transcribed  
out of the originall & there with compared this 8<sup>th</sup> June :  
1667 : p Edw : Rishworth ReCor :

To all Christean people to whome the Prsents shall come/  
greeting in our Lord god everlasting/ Know  
Tho<sup>s</sup> Ellkines yee that I Thomas Ellkines for diverse good  
To Causes & Considerations mee hearevnto moue-  
Peter Hinkson ing, haue given granted barganed & sould vnto  
Peter Hinkeson ffisherman eight Acers of Marsh In bla<sup>~</sup>:  
Poynt River, foure Acers lijng next to the River of the  
Widdow Mills & soe along the River till the foure Acers bee  
made vp, & for Acers lijng next to Richard Moore, which I  
the sd Peter Hinkson Moved before, from the dried tree &  
soe vp Into the Marsh till the foure Acers bee made vp, & I  
the sd Thomas Ellkines doe for mee my assignes absolutely  
lett sell & Confirme vnto Peter Hinkeson or his assignes the  
eight Acers with all profetts priuiledges therevnto belonging,  
with out the Lett hinderances or Molestation of mee Thomas  
Ellkines or any other Prson w<sup>t</sup>soeuer/ as Witness my hand  
& seal the 8th day of March 1664 :

Witness/

Sam<sup>l</sup>ell Oakeman/

John Budesarte/


Thomas Ellkines (<sup>his</sup> seal)

his Marke →

A true Coppy of this Instrument  
aboue written transcribed out of the Orig-  
inall & there with compared this first day  
of July 1667 : p Edw : Rishworth ReCor :

This Instrument Witnesseth that I Christopher Ellkines  
of Bla<sup>~</sup>: Poynt ffisherman, doe by these sell &  
sett over all my right Title & Interest of Two  
Christo<sup>r</sup> Ellkins Acers of sault Marsh, lijng on the North West  
To side of Pine Cricke, ouer against Ric : Moores  
Peter Hinkson

Plantation, vnto Peter Hincson his heyres & assignes, for & in Consideration of Thyrtty shillings in hand payd, & do by these bynd my selfe vnto the sayd Hincson In the some of Three pounds English money to make good this my sayle & alienation against all men the high rent of the Lord excepted/ to witness the treuth hereof I doe herevnto sett my hand this 15<sup>th</sup> day of June: 1667:

Acknowledged before mee Christopher Ellkines  
the day abouesd Henry Jocelyn Just pe: his Marke 

A true Coppy of this Instrument aboue written transcribed out of y<sup>e</sup> originall & there with Compared this 1: day of June 1667: p Edw: Rishworth Re: Cor:

To all Christean people vnto whom to whom this Present Deed of Sayle shall come/ Majo<sup>r</sup> William Phillips of Winter Harbour In the Province of Mayn, In  
W<sup>m</sup> Phillips  
To  
Richard Russel  
New England In America sendeth greeeting, In our Lord god Everlasting, Know yee that the sd Majo<sup>r</sup> William Phillips, with the free & volentary Consent of Bridgett his wife, for a valewable consideration in money & other current pay in New England to him In hand before the sealing & delivery here of, Well & truely payd by Richd Russell of Charles Town in the Collony of the Massatusetts in New England M<sup>r</sup>chant the receipt of w<sup>ch</sup> valewable Consideration the sd Majo<sup>r</sup> William Phillips doth acknowledg by these Presents, therewith to bee fully satisfyd & contented, & there of doth acquitt & discharge the sd Richard Russell, his heyres executors administrators & assignes, & every of them for ever by these Presents, hath given granted barganed sould, aliend, Enfeoffed & confirmed, & by these Presents doth fully clearly & absolutely give grant bargan sell alien Enfeoffe & Confirme vnto the sd Richd Russell, his heyres & assigns for ever, a Tract or quantity of Land Contayneing Two thousand Acers lijng & being aboue Sacoe

Falls, in the Province aforesd, being in breadth vp Sacoe River Two Miles North Westwardly, & to runne In Length vpon the Mayn Land so fare on the sd breadth, as to make vp the sd quantity or Number of Two thousand Acers, & is butting on Sacoe River Easterly & on the Land of the sd Majo<sup>r</sup> Phillips Westwardly, & is bounded by the Land of the sd [24] Majo<sup>r</sup> Northerly, & by the Land of Edw : Tyng Southwardly, with all the Tymber Trees, woods, vnderwoods, Meddows, waters, ways, fishing fowling hunting, comman of Pastur, Rights, lybertys, profetts & hereditaments w<sup>h</sup>soever, growing, ariseing, being, comeing Issueing; in vpon or out of the Premisses, & every Part & parcell there of or to the same or any part y<sup>r</sup> of belonging, or in any manner or wise app<sup>r</sup>tayneing/ And all the estate Right title, interest vss propriety possession Clame & demand w<sup>h</sup>soever, of him the sd Majo<sup>r</sup> William Phillips, of in or to the sayd barganed p<sup>r</sup>misses, or any Part y<sup>r</sup> of, & all deeds evidences & writeings w<sup>h</sup>soever Which concern the sd barganed p<sup>r</sup>misses onely, & coppies of such deeds evidences & writeings which concerne the same with other things, to haue & to hould y<sup>e</sup> sayd Two thousand Acers of Land, lijng & being butted & bounded as aforesd with all & singular the Emoluments & appurtenances y<sup>r</sup> of & priuiledges there to in any wise belonging or app<sup>r</sup>-tayneing, vnto the sd Richd Russell his heyres & assigns, to the onely proper vss & behoofe of the sd Ric : Russell his heyres & assignes for euer/ And the sd Majo<sup>r</sup> William Phillips for him selfe, his heyres executors administrators, do covenant & grant to & with the sd Richard Russell his heyres & assignes by these Presents in manner & forme following/ that is to say that hee the sd Majo<sup>r</sup> William Phillips at the tyme of the grant bargan & sale of the p<sup>r</sup>misses to the sd Richard Russell, & vntill the delivery hereof vnto the sd Richd Russell, to the vss of him his heyres & assignes for ever, was the true & lawfull owner, & proprio<sup>r</sup> of the aboue barganed p<sup>r</sup>misses/ And that hee hath in him selfe full pouer & lawfull authority, the premisses to grant bargan sell &

Confirm as aforesd/ And that the sd Richd Russell his heyres & assignes, shall & may hence forth for ever lawfully peaceably & quietly haue hould vss possesse inioy & dispose of the sd barganed p'misses with the appurtenances there of free & cleare & Clearly exonorated acquitted & discharged or other wise at all tymes by the sd Majo<sup>r</sup> William Phillips his heyres executors & administrators sufficiently saved defended & kept harmeless vnto the sd Ric: Russell his heyres & assignes from all & all manner of former & other grants gifts, bargans sales leases assignements Morgages, Wills, Entayles Judgments executions, forfeitures, seazures, Joyntures Dowryes & thirds of Bridgett his now wife, to bee Clamed or Challenged of in or to the same, or any part thereof/ And of & from all other Tytles charges acts & Incomberances w<sup>t</sup>soeuer had made done Committed or suffered to bee had made committed or done by the sd Majo<sup>r</sup> William Phillips his heyres executors administrators, or any other Prson or Prsons w<sup>t</sup>soeuer lawfully Clameing, or pretending to haue any estate right title Interest clajme or demand w<sup>t</sup>soever, of in & to the same or any Part there of from by or vnder him, them or either of them/ And that the sd Majo<sup>r</sup> William Phillips, his heyres executors administrators the sayd barganed Premisses, vnto the sd Richard Russell his heyres & assignes aganst y<sup>m</sup> selues respectiuely, & all & every Prson & Prsons w<sup>t</sup>soeuer claimeing or to Clajme any estate right title Interest vsse propriety, Claime or demand w<sup>t</sup>soever, of in & to the same, or any part there of, from by or vnder him them any or either of them shall & will warrant & for ever defend by these Presents/ And that y<sup>e</sup> sd Majo<sup>r</sup> William Phillips his heyres executors administrators vpon reasonable & lawfull demānd, shall & will Prforme & doe, or Cause to bee Prformed & done, any such further Act & thing w<sup>t</sup>soever, whither by way of acknowledgment of this Present deede or release of Dower In respect of her the sd Bridgett, or In any other kind that shall or may bee for the more full compleateing confirming & sure makeing

BOOK II, FOL. 24, 25.

of the sd barganed Premisses, vnto the sd Ric : Russell his heyres & assignes for ever, according to the true Intent here of, & according to the laws of the Province or Jurisdiction w<sup>r</sup>in the sayd barganed Premisses lyeth : In witness w<sup>r</sup> of the sd Major Willt : Phillips hath herevnto sett his hand & seale, the eighteenth day of Febru : in the yeare of our Lord one thousand six hundred sixty six, & in the nineteenth yeare of the Reign of our Sovereign Ld Charles the second, by the Grace of god, of England, Scotland, France & Ireland King Defender of the faith &c :

Signed sealed & Deliuēd

William Phillips/ (<sup>his</sup> seal)

In the Presence of vs/

Bridgett Phillips/

Robert Pateshall/

Major Will: Phillips owns this

Ephraim Turner/

Instrum<sup>t</sup> to bee his Act & Deede

William Pearse/ S<sup>or</sup>/

y<sup>e</sup> 6: July: 74: before mee Edw:



Rishworth Assote |

A true Coppy of this Instrument or deede  
about written, transcribed out of the  
originall & y<sup>w</sup>ith Compared this 24th  
day of July 1667 : p Edw : Rishworth  
ReCor :

[25] Know all men by these Presents that I Christopher Eltkines of Blak : Poynt Planter, do for & in consideration of the some of Twenty pounds to mee In hand payd, bargan & sell vnto Josua Scottow of Boston M<sup>c</sup>chant all that Prcell of vpland & Marsh liyng in the sd Bla<sup>t</sup> : Poynt being one halfe of the plantation, w<sup>ch</sup> was formerly John Burrages, next adioyneing to John Lybby, with all the profetts & priuiledges y<sup>r</sup> vnto belonging, by Mr William Smyth Conveyed vnto my late father, & by my sd father Conveyed vnto mee, according to a deed of sayle Dated 26 : 7ber 1663 : & alsoe one halfe of the house now In y<sup>e</sup> possession of Willia<sup>t</sup> : Batten & one halfe of the vpland & Marsh, with one halfe of all the

Chris: Eltkins  
To  
Joshua Scottow

priviledges & profetts y<sup>v</sup>nto belonging/ To haue & to hould  
all & singular the abouesd bargajned premisses, to him the  
sd Josua Scottow his heyres & assignes for ever, & to Inioy  
the same free from all other Clames, & with out Molestation  
from any other Prson or Prsons w<sup>h</sup>soever/ In Confirmation  
of the p<sup>r</sup>misses, I the sd Christopher Ellkines for my selfe  
heyres executors, & administrators, have here vnto sett my  
hand, & seal the 20<sup>th</sup> day of June: 1667:

Witness Willia<sup>m</sup> Pittman/ The Marke of (<sup>his</sup><sub>seal</sub>)  
The marke  of Richd Christopher Ellkines   
Hunnuell/

vera Copia of this Instrument transcribed out of the origi-  
nall & y<sup>t</sup>with Compared this 24<sup>th</sup> day of July 1667: p Edw:  
Rishworth ReCor

Know all men by these Presents that I Andrew  
And: Brown Brown of Bla<sup>m</sup> Poynt In the Province of Mayn  
To Planter, for full & valewable Consideration to  
Joshua Scottow mee In hand payd, by Josua Scottow of Boston  
M<sup>r</sup>chant, haue given, granted, barganed & sould, & by these  
Presents, do giue grant bargain sell, Enfeoffe & confirme  
vnto the sd Josua Scottow a Necke & slipp of Marsh land,  
lijng & being in the sd blacke poynt, & adiacent to the  
Land of the sd Scottow, contaying twenty acers more or  
lesse bonding & begining with the first Criccke, next vnto a  
fence or double ditch of mee the sd Andrew Browne &  
thence along the sd Cricke vnto a fence of Rayles about  
certen small ponds, & from thence streight along to the head  
of another Cricke, running into the River on the other side  
of the Necke, & along that Cricke vnto a stake & poole sett  
vp in the sd Cricke, & from thence vpon a direct Lyne vnto  
the South easterly end of the sayd Scottows dary house,  
bounded South West & Notherly with the River In part, &  
In part Easterly with the Lands of the sayd Scottow,

BOOK II, FOL. 25.

togeather with free passage & repassage, with Cart or slead vpon the Land bordering therevpon, & If horse & foote through any part of the Land belonging to mee Andrew Browne, & to mantayn a sufficient fence vpon the vpland, so as noe cattle may trespass vpon any part of the p'misses; To haue & hould all the sd barganed Premisses with all priuiledges & appurtenances therevnto belonging, to him the sayd Josua Scottow, his heyres or assignes for euer, & to Inioy the same free from all other barganes, & with out any Clame or Molestation from any Prson or Prsons w'soeuer, & to sure the same & every part & Prcell there of, to bee warrantized & Confirmed by mee the sd Andrew Brown my heyres executors & administrators, to the sd Josua Scottow his heyres or Assignes for togeather with all the appurtenances & priuiledges hereof as aforesd/ In confirmation Where of I the sayd Andrew Brown for my selfe heyres executors & Administrators, haue here vnto sett my hand & seale/ Black Poynt this xv day of June 1667: & In the xviiiij yeare of our Soueraign Ld Charles the second, King of England Scotland France & Ireland & cf:


Witness William Pitman/

John Foxwell/

William Burrage

his Marke 

Andrew Brown (<sup>his</sup><sub>seal</sub>)

his Marke 

Andrew Brown acknowledged this to bee his  
Act & Deede to the vsse of Mr Josua  
Scottow/ before mee this 15<sup>th</sup> day of June  
1667: Henry Jocelyn Just: pea~

vera Copia of this Deede of sayle aboue written, transcribed out of the originall & there with Compared this 26: day of July: 1667:

p Edw: Rishworth ReCor:.

BOOK II, FOL. 25, 26.


W<sup>m</sup> Phillips      Received of Nicho : Bully of Sacoe this 20<sup>th</sup> of  
 Rec<sup>d</sup> to      October 1663 : to say five pounds In a bullocke  
 Nic<sup>o</sup> Bully      which is for & in consideration of full satisfaction  
 of the Judgments & Charges of two Actions granted mee at  
 Wells In the yeare 1663 : I say received by mee/  
 Testes Edw : Rishworth/      William Phillips/  
 vera Copia of this receipt transcribed out of y<sup>e</sup> originall  
 this 25 : July : 67 : p Edw : Rishworth ReCor :



[26] This Indenture wittneseth that I James Gibbines  
 of Sacoe In y<sup>e</sup> Province of Mayn In New England, with the  
 Consent of my wife Judeth Gibbines, & my brother in law  
 Robert Haywood now resideing In the Barbadoes, as by his  
 order to mee given beareing date the tenth day of January  
 1660 : In the Twelth yeare of y<sup>e</sup> Reign of our Soverag Ld

King Charles the second, for diverse good Causes  
 James Gibbines & Considerations mee y<sup>r</sup> vnto moueing, & alsoe  
 & Rob<sup>t</sup> Haywood  
 To  
 Tho<sup>s</sup> Rogers for the yearly rent of tenn shillings In goods, &  
 Well conditioned bread Corne, payable vpon the

Twenty nith day of Septemb<sup>r</sup> & 2<sup>d</sup> <sup>two</sup> an Acer for euery acer  
 y<sup>t</sup> is or shall bee broake vp on the same Land for Tillage,  
 at or vpon the same day of Septemb<sup>r</sup> to bee paid In the  
 same spetie or kind as aforesd, yearly & every yeare to mee  
 the sd Gibbines or Robert Haywood, our, or either of our  
 heyres, executors, administrators or assignes; haue given  
 granted barganed, & sould, & by these Presents, do give  
 grant sell & Confirme vnto Thomas Rogers of Sacoe aforesd,  
 Two hundred acers of Land bounded as followeth, vidz<sup>t</sup> : To  
 begine at his now dwelling house, & from thence along the  
 sea shoare, North Easterdly to the next Current or fresh  
 water Issueing out of the woods to the sands or sault sea, &  
 from thence to the sd house agajne Westerly, & from thence  
 to the River of Goose fare, on the same lyne to a knott of  
 pines, neare the sd River, & soe to the River with all the

(thatch grass Commonly soe Called) In or on the North East side of that River, & soe from both bounds to runne vp on a straight Lyne, with an æquall breadth North Westwardly, vp into the Mayn Land, till two hundred acers bee ended, with all the meddows with in the sd bounds, being part of the sd Two hundred acers, with all the Sandy Ridge of Land along the sea, from both bounds to y<sup>e</sup> high water marke, therevnto granted, but not to bee with in the Compasse or mesuration of the sd two hundred acers before expressed, but ouer & aboue the same, as alsoe all the woods, vnder woods & other priuiledges & rightts w<sup>h</sup>soeuer therevnto belonging/ All w<sup>h</sup> Lands & priuiledges I the sd James Gibbines, In the behalfe of my selfe & Robert haywood, our heyres executors administrators or assignes, do promiss to make good & valid vnto the sd Rogers his heyres executors administrators or assignes for ever, & to defend the same to him & them, by law; & further It is agreed between the sayd Prtys, that In Case any or all of the sd Rents shall be behind or vnpayd, being lawfully demanded, at the tymes appoynted, that then It shall bee lawfull for the sd Gibbines or Haywood or either of them thejr heyres executors administrators or assignes, with in tenn dayes after demand thereof to make distress vpon the p<sup>r</sup>misses, or any goods or chattles of the sd Rogers his heyres executors administrators or assigns the same to keepe till the sayd rents bee fully satisfyd/ In Testimony where of for the trve Prformance of all, & every thing herein contayned from each Party to the other, they bind them selues thejre heyres executors administrators & assignes, to make good & see Prformed, as witness by there Interchangable setting two thejr hands & seales to one part of these Indentures, beareing date the 29<sup>th</sup> day of March 1662 :

Sealed signed & delivered,  
 & possession & sezin given,  
 In the Presence of vs/  
 Nicho : Edgcome by his  
 Marke/   
 Richard Tucker/

James Gibbines  
 by his Marke  (his seal)  
 Judeth Gibbines  
 by her Marke  (her seal)

BOOK II, FOL. 26, 27.

A true Coppy of this Deede or Instrument  
aboue written transcribed out of the orig-  
inall & there with Compared this 28th :  
day of July : 1667 : p Edw : Rishworth  
ReCor :

James Gibbines whose hand is with in mentioned, did  
before this Commission Court now held at Sacoe being the  
first day of March own acknowledg the with in mentioned  
deede of sayle to bee his Act & Deed, & accordingly putt  
his hand there vnto/

William Phillips Assotiate  
June : 27 : 1663/ Fran : Hooke Commissio<sup>r</sup>  
Acknowledged before vs/ Hene : Waddocke/  
Hene : Jocelyn Just : quō :  
John Wicoll Jus : pe :  
A true Coppy of this acknowledgm<sup>t</sup> as Attests/  
Edw : Rishworth ReCor :

[27] Att a Town Meeteing August 27 : 1659 :

Itt is given granted, & Confirmed to Thomas Rogers to  
haue a Lott of Land & Meddow fueteen Acers,  
about the pond at y<sup>e</sup> Rocks beyond Goose fayre  
next to Ric : Cummines, & the quantity of one  
hundred & fuety Acers of vpland, & twelue  
Acers of Meddow on the East or North East side of Richard  
Communes, Marsh to him & his heyres for ever, by the Select  
men of Sacoe/

Robert Booth  
Town Clarke/

Thomas Williams  
Ralph Trustrum/  
Hene : Waddocke/  
Ric : Comman/  
Ric : Hitchkox/  
Robert Booth/

A true Coppy of this Towne grant aboue written to Tho : Rogers, transcribed of the originall & there with Compared this 28<sup>th</sup> day of July : 1667 : p Edw : Rishworth ReCor :

To all Christean people to whome this Present Wrighting shall come, greeteing : Know yee that I Jane Mackeworth of Cascoe alias Falmouth In the province of Mayn, alias County of Yorke, In New England Widdow to  
**Jane Mackeworth**  
**To her Son**  
**Abr<sup>a</sup> Adams** Arther Mackeworth of the same place deseased, for divirse good Causes & Considerations mee therevnto moueing, more espetially for the naturall affection, & Motherly loue which I haue, & do beare vnto my sun In law Abraham Addams, who for some tyme hath been married to my daughter Sarah Mackeworth, haue given granted, & by these Presents, do absolutely give grant & Confirme vnto my aforementioned Sun In Law Abraham Addames his heyres & assignes for ever/ That Yland lijng & being before the now dwelling house of mee Jane Mackeworth/ as alsoe six Acers of vpland vpon the Mayn on the Western side of the Cricke or gutt by my Sun In Law ffran : Neale/ as alsoe that Part or Prcell of Marsh lijng & being on the Eastward side of the Cricke Commanly Called or known by y<sup>e</sup> name of Sittagussetts Cricke, with halfe the head of the sd Cricke/ to haue & to hould all & singular the afore mentioned Lands, & Marsh, with all Woods, & vnderwoods, & all other priuiledges, & profetts there vnto lawfully belonging, to him the sd Abraham Addams his heyres or assignes for ever, hee the sd Abraham Addams his heyres or assigns yeilding & paijng vnto the high Lord when Lawfully demanded, his due proportion of Rent, hee the sayd Abraham Addams likewise his heyres or assignes not to sell or dispose of any of the aforementioned p<sup>r</sup>misses, but to make vsse of the same them selues dureing the naturall life, of mee Jane Mackeworth/ In witness of the treuth here of, I Jane Mack-

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worth haue herevnto sett my hand & seale, this 29<sup>th</sup> of  
Aprill : 1667 :

Signed sealed & Delivered

Jane Mackworth

In the Presence of us/

her Marke **F** (her  
seal)

Dauid Addams/ Fran : Neale/

Mr Francis Neal & Dauid Addams maketh oath here, that  
this aboute Instrument of writeing was the Act & Deede of  
Mis Jane Mackworth, vnto Abraham Addames/

Taken before mee the 2und of May, 1667/

George Munioy Jus : peā :

A true Coppy of this Instrument or deede of sayle aboute  
written transcribed out of the originall & therewith Compard  
July : 29 : 1667 : p Edw : Rishworth ReCor :

In the name of god Amen/ the twenty fifth day of May

In the nineteenth yeare of the Reign of our

Hum: Chadbourne's  
Will

soveraign Ld Charles the second, now King of

England Scotland &c : & in the yeare of our

Ld 1667, I Humfrey Chadborne of the Town of Kittery &  
parish of Vnity, In the County of Yorke or Province of  
Mayn in New England being deseased in body, yet haueing  
the right vss of my sences & memory, do ordajne this my  
last Will & Testament, hereby revoakeing renounceing, &  
makeing voyd all other former Wills by mee made/ & for  
these outward things that god hath given mee, I hereby  
dispose of them as followeth/

Inpri<sup>e</sup> I do hereby giue & bequeath vnto my three daugh-  
ters, Namely Lucey Aylce & Kattherne Chadborne, to each  
of them one hundred pounds, respec-[28]tively to bee payd  
them in manner & forme following/ vidz<sup>t</sup> : If y<sup>t</sup> estate of  
Lands houses & Mills with thejr appurtenances which I do  
now possesse, do remajne & continew to my executrix (here-  
after in these Presents to bee named) quiettly & peaceably as  
now It is in mine owne possession, shee being not defrauded

BOOK II, Fol. 28.

nor dispossessed of it nor any of itt before the tyme that these my aforesd Legacys become due & payable by these Presents, then my will is that y<sup>e</sup> aforesd Three hundred pounds shall bee payd them & to each of them respectiuly at or before the full end of fīue yeares, after my decease in good M<sup>r</sup>chandable goods, w<sup>h</sup> Legacys I ordayn to bee rayسد out of, & pd with the produce & profett of the Saw Mills, which are now in my possession, by my executrix, & that Prson whom I shall here after in these Presents Impoure to take any part of the profetts or produce of the sd saw Mills, togeather with my executrix after my decease, which Legacy or portion respectiuly my will is should bee putt into the hands of some sufficient Prson or Prsons to bee Improued for y<sup>e</sup> best aduantage of my aforesd daughters æqually & respectiuly vntill such tyme as they shall attayne vnto Marriage, or vnto the age of one & Twenty yeares, by my executrix & overseers/ but if in case that y<sup>e</sup> sd saw Mills doe not produce that benefitt & profett y<sup>t</sup> heretofore they haue

Chadbourne's  
Will

by reason of the troublesomness of the tymes or otherwise; Then my will is that the sd Legacys shall bee pd them at thejr marrage days to each one as they shall come to Marriage respectiuly or else as they shall come to the age of one & twenty yeares, respectiuly as aforesd to bee pade by my executrix, & that Prson that shall inioy the profetts of the sd Mills as aforesd with her provided always that If my wife doe happen to Marry, my will is that y<sup>t</sup> Prson with whom shee shall marry, shall give in good security to see these aforesd Legacys fully satisfyd, & payd, If then vnpayd to any or either of them, before hee or shee shall Inioy any benefitt or profett or haue any thing to doe with the sd Mills, vnto my overseers, for the true payment of the sd Legacys vnto my aforesd daughters as aforesd/ And if In case y<sup>t</sup> any or either of my three daughters shall happen to dy before thejr Marriage, or the aforesd days of payment, then my will is, that y<sup>e</sup> survivor or survivors of my daughter or daughters shall inioy that

portion hereby given vnto the deceased æqually/ & if it do appeare hereafter that my wife bee now at this Present tyme conceaved with child, then my will is that if that Child liue to y<sup>e</sup> age of one & twenty yeares or marriage whither sunn or daughter, shall Inioy & haue all such portion & Legacys as is hereby given vnto my aforesd daughters, now Liueing/ if in case that any or either of them shall happen to dy before thejr sd portions become due, & payable as aforesd, any thing here in contayned to the contrary, in any wise notwithstanding/

Item I do giue & bequeath vnto my Two youngest sunns James & William Chadborne all that Land & Meddow now in my possession, with y<sup>e</sup> appurtenances lijng & being at a place Called Sturgeon Cricke/ Which land & Meddow I lately purchased of my Ounkle Nicho: Shapleigh which appeareth by his act & deede of sayle to mee made beareing date in the yeare of our Lord 1663 : togeather with the sayd deede & writeings, & all other the appurtenances therevnto belonging, or In any wise app<sup>r</sup>tayneing, Equally to bee deuided betwixt them by y<sup>r</sup> mother, & my ouerseers to this my will, & testament to haue & to hould the sayd Land & Meddow with the appurtenances to them & to thejr or either of thejr heyres for ever, from & immediately after the deaths & deceases of my selfe & wife thejr mother, & not before/ And my will is that if my sun James dy, liueing, my sun William, or my sun William dy Liueing my sun James, & either dijng, without lawfull heyres or vnmarried, then the other that shall soe suruiue, shall Inioy all the aforesd Lands & Meddow, but if one or both of my aforesd suns shall happen to dy in a married estate, & hee or they or either of them dy in a married condition with out Issew, or heyres, my will is that his or thejr Widdow or Widdows shall each of them respectiuely quietly possess & Inioy that part of the sd Land & Meddow which did belong to there or her former husband or husbands for tearme of her or thejr naturall life, or lifes, if any such Widdow or widdows bee left soe, & after the decease of both

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my suns & thejr wife or wiues dijing with out Issew aforesd, my will is, that all the aforesd Land & Meddow shall returne backe vnto my daughters, & to bee deuided amongst them, & thejr heyres lawfully begotten, or to bee begotten/ And if after the death of my aforesd two sunns soe dijing with out Issew as aforesd, there bee none nor neither of my daughters, nor not any Legitimate Issew by them at that tyme, then the sayd Land to returne backe & to bee possest & Inioyed by my next heyre at Law/ either male or female/

Item I do hereby giue grant devise conuay & bequeath vnto my Sunn Humfrey Chadborne w<sup>h</sup> is my Eldest son & heyre by Law all my Lands & meddows fenced or not fenced, with all my houses builddings structures & Edifices together with my saw Mills, together with the appurtenances there vnto belonging, all w<sup>h</sup> Lands Mills & houses are now lijng & being in Newgewanacke, with in the Parish of Vnity, now in my possession, & now or heretofore demed reputed & known to bee my proper Lands & estate, to haue & to hould the sd p<sup>r</sup>misses vnto him, & his lawfull & Legitimat heyres [29] for ever, from & immediately after the deaths & deceases of my selfe & my now wife & not before : provided always & It is my trve Intent & meaneing in these & by these Presents, that y<sup>e</sup> sd Humfrey Chadborne my son & heyre shall haue noe pouer, directly or indirectly to sell give or grant the sd Lands houses or Mills or any part or Prcell thereof vnto any Prson or Prsons w<sup>h</sup>soever (except it bee to Confirme Joynter or Dowry vnto his heyres wife) Neither to lease sett or lett the same vnto any Prson or Prsons for any Tearme exceeding Twenty & one yeares, & that from seaven years to seaven yeares/ And further my will is, that If either my sun Humfrey aforesd, or any of his heyres or successo<sup>r</sup> hereafter at any tyme shall make any grant gyft bargajne or sayle otherwise then aforesd, w<sup>h</sup>y to frustrate my will & to divert my aforesd Land & p<sup>r</sup>misses, from runneing directly hereditary to mine & thejr heyres for ever, I doe hereby declare all such or any such barganes,

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gyft grant or sayle to bee voyd & of none æffect any thing herein to y<sup>e</sup> Contrary, in any wise Notwithstanding/ And if it soe happen hee die with out Isue, either In a married estate or otherwise, then my will is after the decease of him & his wife, If hee leaue his wife a Widdow after him, then all the aforesd Premisses in this article specifyd, shall then returne & bee my sun James his estate, if then Liueing, & his heyres for ever/ And for want of James Chadborne aforesd, or such Isue by him, If my sun William Chadborne

Chadbourne's  
Will

bee then Liueing, vnto him & his heyres as aforesd, & for want of such Isue by William, vnto y<sup>t</sup> child my wife is now conceaued with if a male & his heyres/ And for want of such Issew, vnto my Eldest daughter then Liueing, & to her heyres for ever/ & for want of such Isue to the next daughter, & to her heyres, & soe to the longest liuer, or my daughters & her heyres/ And if they all dy without Issue, vnto my next kinsman that is my right heyre in Law & to his heyres, guided always that they nor Neither of them shall haue any pouer to defrade nor disinherit mine or thejr heyres otherwise but to Inioy it for tearme of life vpon the same conditions & provisoes that my sd sun Humfrey Chadborne is hereby to inherit & hould my sd Lands & p<sup>r</sup>misses/

Item And further my will is that If my sun Humfrey Chadborne doe enter into a Marrage Condition before the death & decease of his Mother, that then hee shall hereby haue free Lyberty to fence in a quantity of the aforesd Lands, at Newgewanacke either tenn Acers more or lesse for planting Land, & alsoe free Lyberty to Erect & bujld him a Mansion house & other houses to his pleasure & for his owne vss, vpon the same Land soe fenced in to bee layd out to him, & delivered into his hands by my ouerseers at thejr discretion, & by the Consent & aduise of my Loueing wife his Mother/ Moreover my will is that if my sun Humfrey doe happen to Marry, y<sup>t</sup> then hee shall haue & Inioy the one halfe deale of my saw Mill, & the halfe deale of y<sup>e</sup>

profitts for & towards the payment of his sisters Legacys aforesd, if any bee vnpayd at the Marriage day of the sd Humfrey, & for noe other vss vntill y<sup>e</sup> sd Legacys are fully payd, & satisfyd: And in the meane tyme after my decease & before his Marriage especially to bee aydeing & with the best of his skill & ability assisting to his sayd Mother, in the carriing of the worke about y<sup>e</sup> sd saw Mill, as long as his mother shall continew vnmarried for the best aduantage not onely his owne part, but alsoe his mothers part by her direction/ & after all the burthen & Legacys which are layd on the profetts & produce of the sd Mills are payd, hee the sd Humfrey my sonn shall haue hould & Inioy the halfe of the sd Mills, or one saw, & halfe of the Teame, & halfe y<sup>e</sup>

Marsh now belonging vnto, or now occupied with  
H. Chadbourne's Will & for the sd Mills vsse, vnto his own proper vsse benefitt & behoofe, dureing the naturall life of his mother, paying the halfe deale of the Charges concerneing the same & after her decease to Inioy all the aforesd Lands & other the p<sup>r</sup>misses as aforesd; but dureing his mothers life, to hould but soe much of the Marsh, or hay as may serue to mantayne halfe the Teame, bee it eight or tenn oxen, but not aboue the residue, for his mothers halfe Teame, & for her other vsses;

All the residue of my goods & Chattles moueable & vnmouable not heretofore nor hereby given, granted, conueighed or bequeathed, I doe giue & bequeath to my wife Luce Chadborne, whom I ordayne & make my whoole & soole executrix for to see my debts payd, & not onely such Legacys Prformed as are heretofore in this my Present Will & testament formerly given, but alsoe all such Legacys & bequeaths, as I shall hereafter giue it being small Legacys, & annexed to this as part of my whoole Will, soe it bee Attested signed & witnessed vnder mine & Witnesses hands/

And I doe desire my Ouncle Nicholas Shapleigh, & my Cosson John Shapleigh & my Cosson William Spencer, to

bee my ouerseers vnto this my last will & testament, to the vtmost of thejr pouer to see my Will observed, & Prformed according to the Tenour thereof, & I doe hereby giue vnto my Ouncle Shapleigh one very good beaver hatt, & to my cosson John Shapleigh & William Spencer each of them a good Castor hatt as good as can bee gotten, for their paynes to oversee & see my will executed/

Item I do vpon due & serious considerations of the fmisses aforesd, order & ordayne that my suns James & William Chadborne, In consideration to that Donation I gaue them at Sturgeon Cricke, that both of them shall to thejr vtmost pouer & assistance, always to bee aydeing & assistant to [30] their mother, & to bee at her Comānd vntill the tyme of there marriage if there mother see cause soe to haue it, & if they shall bee stubborne & disobedient to there mother, that then It shall bee lawfull for my executrix with the Consent of my ouerseers to dispossess them or either of them & to giue the aforesd Lands & Meddow of Sturgeon Cricke to any other of my children & to none else, any thing herein Contayned to the Contrary notwithstanding/

Chadborn's  
Will

It is my will that my beloued wife being my Lawfull executrix take spetiall Care of my sister Spencer, & If it should soe happen y<sup>t</sup> my sister should fall to decay, & bee in want that then my wife Luce Chadborn shall to her vttmost pouer & ability supply her & bee helpfull to her at all tymes hereafter/

Item I doe bequeath vnto my Cosson Mary flosse fīue pounds to bee payd her with in one yeare after my decease/

Item I giue & bequeath vnto my sun Humfrey Chadborne my now rideing horse with all the furniture to him belonging, & my intent is that the sd horse with y<sup>e</sup> furniture bee at his owne dispose, imediately after my decease/

Item I giue & bequeath vnto my daughter Aylce Chadborne my great silver beaker, & my true intent is it shall bee quietly delivered vnto her at the day of her Marriage/ In witness w<sup>o</sup>f, both vnto that former writeing here in

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expressed, & heretofore in this sedule of my will & testament at large expressed before I did ordayne & make my my executrix & appoynted hereby my overseers, as alsoe to those bequeaths Lecacys iniunctions & desirs of mine I haue herevnto sett my hand & seale thereby Confirmeing it to bee my last Will & testament In the Presence of these Witnesses, hereafter vnderwritten & subscribed

Humfrey Chadburne (<sup>his</sup><sub>seal</sub>)

Sealed Signed & acknowledged,

by mee Humfrey Chadburne Senjo<sup>r</sup>

to beee my Last will & testament in the Presence

of vs/

The Marke of

Humfrey *HS* Spencer/

The Marke of

Moses *Q* Spencer

Andrew Searle/

And further I doe declare vnto all men that I Humfrey Chadburne Testato<sup>r</sup>, haueing maturely & seriously considered my owne fraylty in p<sup>t</sup>icular, & euery Prsons mortality in generall, & haueing not yet formerly in this my last will & testament made any provission for the bringing vp of my 3 little daughters Luce Aylce & Katthrine, Chadborne, & that Child with which my wife is conceaued with, yet vnborne, how to bee brought vp according to my mind & Will at Schoole & Learneing, not spending vpon that stocke or portion or Legacys which I haue formerly given them, vntill they should every one of them respectiue<sup>ly</sup>, bee of the age of Twelue yeares, or capable to gett thejr liueing, intending thereby & my will is that y<sup>r</sup> portions shall remajne whoole & vnimbezelled vnto them at that age, & tyme respectiue<sup>ly</sup>, for that end & purpose my intent & Will is, that my aforesayd daughters & youngest Children shall bee mantayned & brought vp by my suns Humfrey James & William Chad-

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borne, respectiely & proportionably/ & my will is that my  
Sun Humfrey shall bee at the greatest Charge  
<sup>Chadbourne's</sup> towards thejr bringing vp, & James & William  
<sup>Will</sup> some small part according to y<sup>r</sup> abilitys & the  
discretion of my ouerseers, & I doe hereby bind my Land for  
the Prformance here of, that my suns possessing my aforesd  
Lands & Mills, shall bee to the Charges of the bringing vp  
of my sayd youngest children, soe as that thejr aforesd por-  
tions may not bee spent nor in the least Imbeazelled vntill  
they shall accomplish the age aforesd, respectiely, & I doe  
hereby declare that this here vnder written is as really a  
branch & a part of my last will & testament as any thing  
either gyft devise or Legacy heretofore giuen or bequeathed/

In witness hereof I haue here vnto sett my hand the day  
& yeare aforesd, in the Presence of the same Witnesses  
abouesd, whose names are here agajne subscribed/

Witnesse/

Humfrey Chadburne/

Andrew Searle

Humfrey Spencer *HS* :

Witness

Moses Spencer *&*

Wee Andrew Searle & Moses Spencer witnesses to this  
Will, do Attest the same vpon our oaths to bee the last Will  
& testament of Humfrey Chadburne deceased/ Taken vpon  
oath this 13 : day of Septemb<sup>r</sup> 1667 :

Before us Edw : Rishworth Just<sup>e</sup> pe :  
John Wincoll

A True Coppy of the last Will & Testament of Humfrey  
Chadburne deceased transcribed out of the originall & there-  
with Compared this fueteenth day of October 1667 :

p Edw : Rishworth ReCor :

An Inventory of the estate vidz<sup>t</sup> of the Lands goods &  
Chattles of Mr Humfrey Chadburne deceased, taken &

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apprized by us this 12<sup>th</sup> day of Septemb<sup>r</sup> 1667 : whose names  
are here vnderwritten/

[31]

Inpr <sup>e</sup> his weareing Cloaths 10 <sup>l</sup> 0 0 In moneys & beaver & other furs 108 <sup>l</sup> 0	118	0	00
If one saw Mill with vtinsills & Tymber.....	300	0	00
If one home stall contayneing a dwelling house a barne & other out houses with 400 Acres of Land by estimation.....	350	0	00
If Thyrty Acres of Meddow & 200 Acres of vpland at Bonnbills pond 120 0 0 & forty acres of swamp land in Tomtynkers swamp: 10 <sup>l</sup> .....	130	0	00
If A farme at Sturgeon Cricke contayneing by estimation In vpland & Meddow 230 Acres   .....	260	0	00
Chadbourne In Plate 16 <sup>l</sup> .....	016	0	00
Estate If Tenn oxen at 8 <sup>l</sup> per oxe   & eight Cows at.....	118	0	00
If 4 Steares & one Heffer att.....	023	0	0
If Two stears 2 years ould   2 yearlings foure Calves at.....	014	0	0
If one horse & a Mare at.....	016	0	0
If fourteen swine at 8 <sup>l</sup> .....	008	0	0
If In boards & Loggs at.....	070	0	0
If one Cart 3 peyr of Wheelles fwe 5 yokes & chaynes.....	016	0	0
If All English & Indean Grajne at.....	025	0	0
If fwe servant men & mades att.....	040	0	0
If Two Conows & a plow at.....	002	10	0
If All manner of Toules for husbandry.....	005	00	0
In y <sup>e</sup> Parlour one bed furnished, one long table two Chests Eleven chayres & other furniture att.....	030	00	0
In y <sup>e</sup> Kitchhen   Pewter potts & Kettles & other vtensills at.....	025	00	0
In y <sup>e</sup> Leane two   One bed furnished a Table & chayres att.....	010	00	0
In y <sup>e</sup> Leane to Chamber   In goods & small necessarys.....	060	00	0
In the Chambers ffoure bedds & furniture & some Cotton Woll.....	014	00	0
aboue stares   fwe Musketts two fowling peecees att.....	007	00	0
In debts due to the estate.....	082	4	0
	1713	14	0

Mis Luce Chadburne doth Attest      John Wincoll  
vpon her oath that this is a true      Nicholas Shapleigh/  
Inventory of those goods & Lands      William Spencer/  
aboue written belonging to y<sup>e</sup> estate  
of Mr Humfrey Chadburne her husband lately deceased,  
to the best of her knowledge/

Taken before mee this 13<sup>th</sup> of Septemb<sup>r</sup> 1667 : Edw : Rish-  
worth Jus : pe :

A true Coppy of this Inventory aboue written transcribed  
out of the originall & there with compared this 16th d : of  
Octob<sup>r</sup> 1667 :

p Edw : Rishworth ReCor :

BOOK II, FOL. 31.


These Presents do witness that I Thomas spencer of New-  
 gewanacke In the Township of Kittery, do for diverse good  
 reasons & considerations therevnto mee moueing, & espe-  
 tially in respect of that Loue I do beare vnto my  
 daughter Margerett as part of her Dowry or  
 portion, Married vnto Daniell Gooding, giue  
 grant & Confirme vnto my sun In Law the sd  
 Daniell Gooding the full quantity of six Acers of Vpland  
 bee it more or lesse, w<sup>on</sup> his house & barne now stands,  
 with all other priuiledges of Tymber & other appurtenances  
 vpon that Land therevnto belonging, to him his heyres &  
 assigns for ever/ which six Acers of Land was formerly  
 bounded by mee the sd Tho : Spencer vnto Daniell Gooding,  
 & at this Present is fenced in wholly by him selfe the sd  
 Gooding/ W<sup>h</sup> Land I with the Consent of my wife do Con-  
 firme vnto him as abouesd/ as Witness our hands, & my  
 seale this 14<sup>th</sup> of August/ 1667 :

Signed sealed & Deliuerd,

Thomas spencer (<sup>his</sup> seal)

In the Presence of,

his Marke

Ric : Nayson his Marke 

Thomas Doughty his Marke

Patience spencer

This Instrument owned by Tho : Spencer & Patience  
 Spencer to bee thejr Act & deede this 14 : August 1667 :  
 before mee Edw : Rishworth Jus : pe :

A true Coppy of this Instrument aboue written transcribed  
 out of the originall & therewith Compared this 17<sup>th</sup> day of  
 Octobr 1667 : p Edw : Rishworth ReCor :

Granted vnto William Seely his heyres or assignes at a  
 select meeteing at Kittery May tenth 1667 : a  
 Tract of Land at Spruse Cricke, & layd out to  
 him by the Select men on the 27<sup>th</sup> day of the  
 aforesd May 67 : being bounded by y<sup>e</sup> Cricke on

Kittery  
 To  
 Seely

the East side, & Mr Robert Cutts marked trees on the West side & on the South West end, with a Coue Coṃanly Called Carles Coue, & on the South East with Carles Land, being bounded by two marked trees the one a small Ceader standing by the Coue, the other a small Maple on an East & North East Lyne & by Mr Robert Cutts fence as it is already made, which fences in his Marsh being on the South East side/ provided this abouesd grant bee not in not in any other mans former grant/

A true Coppy of this grant aboue writ-  
ten Transcribed out of the originall &  
there with Compared this 26 : Octob<sup>r</sup>  
1667 p Edw : Rishworth Re : Cor :

Nic : Shapleigh  
Tho : Withers  
James Heard  
Roger Playstead  
Charles Frost  
Richd Nayson

[32] This Indenture made this <sup>16</sup>sixteenth day of October  
In the sixteenth yeare of the Reigne of our Sovereigne Lord  
Charles the secund, by the grace of god King of England,  
Scotland, France, & Ireland Defend<sup>r</sup> of the faith, etc :  
between William Cally now of the Yles of shoales on the  
one Prty, & William Seely of the County of Yorke : Witt-  
nesseth that the aforesd William Cally for  
diverse & sundrey Considerations him there vnto  
moueing, & for the some of Twenty six pounds  
Sterling In hand payd by the aforesd William  
Seely, before the sealing & delivery here of, from which the  
sd Cally doth exonerate acquit & discharge the sd William  
Seely, his heyres, executors, administrators & assignes for  
ever ; Hath demised granted, alienated Enfeofft & sould all  
that Messuage or Tenement of a dwelling house on the Yles  
of Shoals on an Ysland thejr called Smuttinose, formerly In  
the Tenour or Occupation of the aforesd William Cally his  
assignes or assigne/ To haue & to hould the aforesd Tene-

Cally  
To  
Seely

ment vnto the sd William Seely his heyres & assignes for ever, & the aforesd William Calley doth promiss for him selfe his heyres or assignes, that the aforesayd William Seely his executors, administrators or assignes shall quietly Inioy the aforesd p'misses from any Molestation or Incomberance of any one, from by or vnder him dureing the grant aboue written In witness hereof the Partys abouesd, there hands & seals interchangeably haue sett even the day & yeare first aboue written 1664 :

Sealed signed & Deliverd/                      • William Calley (<sup>his</sup><sub>seal</sub>)  
to Arther Clappum to the vsse  
of y<sup>e</sup> aforesd William Seely/  
In y<sup>e</sup> Presence of William Harris

The signe of *R* his signe *18/16*

Robert Moore	A true Coppy of this Instru-
Seazine & possession taken of	ment aboue written tran-
the with in Named house by	scribed out of the originall
the within named William	& there with Compared, this
Seely this 2und day of No-	26 : Octob <sup>r</sup> 1667 : p Edw :
vemb <sup>r</sup> 1664 : In the Pres-	Rishworth ReCor :
ence of/ Arther Clappum/	
William Croscum/	

This Indenture made this twenty ninth of May 1660 between Robert Hooe alias Rawmeagon Terrumquin, Wesomonascoe, Scawque, Abumheanen on the one Party, & Robert Gutch on the other Prty, Witnesseth/  
that Wee the abouesd Robine Hooe, alias Rawmeagon, Wesomonascoe, & Terrumquin Sagamores, & Wee the rest aboue mentioned for diverse Considerations us there vnto moueing hath given granted & delivered over & by these Presents do giue grant

Indians  
To  
Gutch

deliver over, & for ever aliene, quitt Claime, from o<sup>r</sup> selues  
o<sup>r</sup> heyres executors administrators & assignes vnto the sd  
Robert Gutch his heyres executors administrators & assignes  
all that Tract of Land lijng & being in Kenebecke River &  
right over against Tuessicke, the begining of the lower part  
of the bounds thereof being a Cove running by the vpper  
side of a Poynt haueing some Rocks, Lijng a little from the  
sd poynt into y<sup>e</sup> sd River, & from the sd Coaue to Rann  
vpward by the water side towards James Smyths vnto a  
poynt of Land lijng & being right ouer against Wineslows  
Rockes, comānly known & Called by that name togeather  
with all the woods vnder woods, & all other priuiledges thejr  
vnto belonging, as alsoe the one halfe of all the Meddow  
that either is or may bee made & Lijeth with in the Land  
from the water side, part behind the abouesd Tract of Land,  
& a part behind a Tract of Land granted vnto Allexand<sup>r</sup>  
Thwayt & lyeth neere a little pond/ & further Wee the  
abouesd Sagamores, & Wee the rest aboue named, haue  
alsoe given granted & delivered over halfe the Meddow that  
is & may bee mayd by the River sides, commanly known &  
Called by the name of Winniganseeg, all w<sup>ch</sup> abouesd Tract  
of Land to runne into the Land three Miles; To haue & to  
hould to him the sd Robert Gutch his heyres executors &  
administrators & assignes the abouesd Tract of Land, with  
the priuiledges abouesd, as alsoe all hawkeing hunting fish-  
ing &c: for ever without any molestation or future demand  
w<sup>soeuer</sup>/ And hereby do bind our selues o<sup>r</sup> heyres executors  
administrators & assignes for ever any more from this day  
forward, to make any more Clayme Challenge or Pretence  
of Title vnto the abouesd Tract of Land, & to mantayne this  
grant against all other Clames Titles challenges & Interests  
w<sup>soeuer</sup>/ In witness w<sup>of</sup> Wee abouesd Partys Sagamores,

BOOK II, FOL. 32, 33.

& Wee the rest the abouesd Indeans haue here vnto sett  
o<sup>r</sup> hands & seales the day & yeare aboue written/

The marke  Robine Hood (<sup>his</sup>  
seal)

The Marke of  Terrumquin (<sup>his</sup>  
seal)

The Marke  of Weasomomascoc (<sup>his</sup>  
seal)


The marke of Scawque (<sup>his</sup>  
seal)

The marke of  Abumhamen (<sup>his</sup>  
seal)

Sealed signed & Delivered

In the Presence of vs/

Alexand<sup>r</sup> Thwat  Mary Webber m

John Devine  Alexand<sup>r</sup> Frossell/

[33]

Robine Hoo<sup>d</sup>e & Terumquin, acknowledged this to bee  
y<sup>r</sup> Act & deede, before mee Nicholas Renallds Jus : pe :






A true Coppy of this deede aboue written transcribed out  
of the originall & there with Compared this 27 : Octobr 67 :  
p Edw : Rishworth Re : Cor :

This Indenture made the fourth of June one  
thousand six hundred sixty & seaven, & in the  
Nineteenth yeare of our soveraign Ld Charles  
of England Scotland &c : King, Witnesseth that  
Wee Richd Whitte Arther Beale & Mannering  
Hilton all of Yorke In the Province of Mayn,  
for & in consideration of a debt due haue alienated sould &  
delivered into the hands of Francis Johnson of Boston  
M<sup>r</sup>chant in New England, the house that the sd Richard  
Whitte now liues in with all the priuiledges of the land that  
therevnto belongeth, & all other immunitys that may accrew

White  
Beale  
&  
Hilton  
To  
Johnson

by the same, as alsoe the house which Arther Beale now liueth in, with all the land & priuiledges vnto it belongs, as alsoe o' fishing shallop, about six or seaven Tunns burden with Masts sayles Grapnell Road & roapes & w'soeuer belongs to her, as alsoe two Cows, the one being Richd Whittes, & the other Mannering Hiltons All which houses Lands boate & Cows, Wee do deliver vnto y<sup>e</sup> sayd Fran : Johnson to him his heyres, executors, Administrators & assignes for ever/ to haue & to hould/ And Wee the abouesd Whitte Beal & Hilton do bind our selues our heyres executors Administrators & Assigns to mantayn the sayle of all the aboue expressed against any that shall make any Clajme vnto all or any part of the p'misses, w'vnto Wee bind our selues o' heyres executors administrators & assignes, as Witness our hands & seales this day & yeare aboue written/

The Condition of this obligation is this, that If the sd Ric : Whitte Arther Beale & Mannering Hilton they or either of them, do pay or cause to bee payd vnto Fran : Johnson or his assignes the full & iust some of Ninety nine pounds or thereabouts in manner & forme following, that is to say the some of fourty fve pounds at or before the last of Septemb<sup>r</sup> next, & the remajnder of the one halfe the 10<sup>th</sup> of June next after, & the other halfe the last of August after that in good M<sup>c</sup>chandable or refuge fish oyle Macherill or good stauas at price Current in New England, then this obligation to bee voyd, or else to stand in full force & vertue/

Signed sealed & Delivered/ Ric : Whitte his marke  (his seal)  
 with Turffe & Twigg, Arther Beale his Marke  (his seal)  
 In the Presence of Mannering Hilton  
 Nicho : Payne his marke  his Marke  (his seal)  
 Joane young her Marke/ 


This Instrument was owned & acknowledged this 9<sup>th</sup> of July 1667 : before mee Edw : Johnson Jus : pe :

BOOK II, FOL. 33.

A True Coppy of this Instrument aboue written transcribed out of the originall & there with compared this : 1 : day of Novemb<sup>r</sup> 1667 : p Edw : Rishworth ReCor :

Know all people that I John Symmons of Kittery, In the Province of Mayn In New England Planter, do by these Presents giue & grant assigne & make over vnto my sunn In law William Hilton all my right Title & Interest of that my now dwelling house, outhouses, gardens oarchards, & all the other lands belonging or any ways app<sup>t</sup>ayneing there vnto : as a dowry with my daughter Rebeckah now wife vnto the sd William & his Heyres for ever/ to haue & to hould & peaceably to Inioy all & singularly the aboue mentioned Premisses for ever more, onely reserveing vnto my selfe the one Third part of the cleare profitts there of dureing my naturall life ; And In case the sd John Symons shall happen to Marry, & his sd wife surviueing, that then shee shall Inioy & receiue one thyrd part of what I am Intrusted in/ provided always that the aboue mentioned Premisses abide continew & remajne in the hands & Custody of the abouesd John Symons dureing his naturall life/ In witness here of I haue here vnto sett my hand & seal this eighteens day of the second Moenth Called Aprill : 1667 :

Signed sealed & Deliverd  
In the Presence of us/  
Fran : Champernowne/  
Hene : Greenland

The Marke  of  
John Symons (<sup>his</sup> seal)

Edw : Hilton/ A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 20<sup>th</sup> Novemb<sup>r</sup> 1667 p Edw : Rishworth ReCor

These Presents do witnesse, that I Edw : Rishworth of Yorke in the Province of Mayn ReCor : do for diverse good causes & considerations there vnto mee moueing, & especially for the some of eighteene [34] pounds to bee payd to mee as by bill appeareth, beareing date August the 28 : from Richd Hardy, give grant assign & Confirme vnto the sd Richd Hardy now resident at Yorke fisherman, my soole right title & Interest of a Certen Tract or Prcell of vpland lijng & being on the North West side of the ould Mill Cricke at the mouth thereof, next vnto the Mayn River contayneing the iust quantity of thyrtty acers, as alsoe of a small Prcell or portion of sault Marsh Land adioyneing & lijng on the Southermost side to & of the aforesd vpland, contayneing about the quantity of one acer & an halfe or two acers or thejr abouts being one single peece of Marsh lijng before, & adioyneing two the sd 30 Acers of vpland, & between the place where the ould Mill was, & the Mouth of the sd Cricke : That Thyrtty Acers of vpland is to runne along by that Tract of Marsh to y<sup>e</sup> full extent there of, from the Crickes Mouth vnto a small poynt of vpland, next adioyneing to a peece of Marsh on this side the ould Mill, & soe to runne backe the same breadth towards Cap<sup>t</sup> Clarkes Logg house till the full quantity of 30 Acers bee fully compleated/ Which Tracts of vpland & Marsh as aboue mentioned with all the priuiledges & Immunitys of Tymber or otherwise, with all other appurtenances thereto appertajneing, I the sayd Edw : Rishworth, my heyres executors administrators & assignes do giue grant & conferme, & by these Presents haue given granted & Confirmed, my soole right title & Interest there of vnto the aforesd Ric : Hardy his heyres administrators, executors & assigns for ever, pmissing to defend & make good the sd Lands from all Titles Clames Incomberances any Pretended from by or vnder mee, or my executors administrators or assigns & do further ratify my soole right & title there of, vnto the sayd Ric : Hardy, whither by purchase possession

Rishworth  
To  
Hardy

BOOK II, FOL. 34.

or Town grant to him & his heyres for ever, hee or his heyres or assignes beīg lyable to pay cheefe rents as other inhabitants of y<sup>e</sup> province do When demanded/ In testimony to the soole Premisses aboue written I do here vnto afix my hand & seal this 28<sup>th</sup> day of August 1667: in the 19<sup>th</sup> yeare of our sovereign Ld the King Charles y<sup>e</sup> 2und/ Año Dom̃ 1667:

Signed sealed & Delivered

Edw: Rishworth (<sup>his</sup> <sub>seal</sub>)

In the Presence of/


Samson Anger his Marke/ O

Fran: Woofe/

The 6<sup>th</sup> day of Decemb<sup>r</sup> 1667:

Seizin & possession of the Thyrtý Acers of vpland, & the small Prcell of Meddow Land according to the Teñor of this Deed of sayle with in written, delivered vnto Ric: Hardy by Edw: Rishworth by Turffe & Twigg being bounded as followeth/ begineing at a Marked whitte oake tree at the Cricks mouth, runeing vp the Cricke to y<sup>e</sup> Number of sixty pooles vnto another marked oake, & from thence towards the Logg house, vpon a North West & by North lyne till seaventy pools was finished/ w<sup>h</sup> fully compleated the sd Thyrtý Acers of Land, being done in the Presence of/

Tho: Curtis/ John Twisden Townesmen/

Edw: Start his Marke/ 

This Instrument with in written owned by Edw: Rishworth as his Act & deed this 6th of Decemb<sup>r</sup> 1667: before mee Edward Johnson Jus: pe:

A true Coppy of this deed or Instrument aboue written transcribed out of the originall, & there with Compared this 7th: day of Decemb<sup>r</sup> 1667: p Edw: Rishworth ReCor:

This Indenture made the fourteenth day of September in the nineteenth yeare of the Reign of our Sovereign Ld

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Charles y<sup>e</sup> second, by the grace of god of England Scotland  
France & Ireland King Defend<sup>r</sup> of the faith &c  
Godfrey between Ann Godfrey of Yorke in the province  
To of Mayn Widdow, of the on party, & Aylce  
Shapleigh of Kittery In y<sup>e</sup> province of Mayn  
now wife of Nicholas Shapleigh M<sup>c</sup>chant of the other party,  
Witnesseth that the sd Ann Godfrey for & in consideration  
of the naturall Loue & affection w<sup>h</sup> shee beareth vnto y<sup>e</sup> sd  
Aylce Shapleigh, as alsoe for & in Consideration of one  
hundred pounds of Lawfull pay of New England in hand  
before the sealing & delivery of these Presents, well &  
truely payd the receipt w<sup>o</sup>f the sd Ann Godfrey doth here  
by acknowledg, & her selfe to bee fully [35] satisfyed con-  
tented & payd, & there of & of every part & parcell there  
of, doth acquitt exonerate & discharge, the sayd Aylce  
Shapleigh her heyrers executors & Administrators & every  
of them for ever by these Presents, hath given granted, bar-  
ganed & sould, aliened Enfeoffed & Confirmed, & by these  
Presents doth giue grant bargane & sell alliene Enfeoffe  
Convay release assure deliver & Confirme vnto the sd Aylce  
Shapleigh her heys & assigns, all that Tract peece parcell  
of Land of Farme scituate lijng & being with in the Teri-  
tories & Precincts of Yorke aforesd where on the sayd Ann  
Godfrey doth now dwell, & Inhabite togeather with all that  
dwelling house, barnes stables Out houses and Lynies vpon  
the sd Tract peece Prcell of Land & farme belonging or in  
any wise app<sup>t</sup>ayneing, & alsoe all that Marsh or Meddow  
to the sayd farme belonging or to & with the same now  
or heretofore vsed occupied or Inioyed, as Part Parcell or  
member there of, or of any part there of, & alsoe all trees  
Woods & vnderwoods Co<sup>m</sup>ons Easements profetts Emolu-  
ments heridataments & appurtenances whatsoeuer to the sd  
farme belonging, or in any wise app<sup>t</sup>ayneing/ And alsoe all  
the Right title Clayme Interest vsse possession Reversion  
Remajnd<sup>r</sup> & dem<sup>a</sup>nd w<sup>o</sup>soeuer of her the sd Ann Godfrey of  
in or to the sd Premisses, or of in or vnto every or any part

or Prcell there of; To haue & to hould the sayd Tract peece  
Prcell of Land & farme, houses Edifices, & bujldings, vpland  
& Marshes Trees Woods & vnd'woods Coġmans Easem<sup>ts</sup>,  
profetts Coġmoditys advantages Emoluments heridataments  
& appurtenances W<sup>soever</sup>, vnto y<sup>e</sup> sayd Aylce Shapleigh  
her heyres & assigns for ever to y<sup>e</sup> onely soole & proper vsse  
& behoofe of the sd Aylce Shapleigh her heyrs & assigns for  
euer, & to & for noe other vsse intent & purpose w<sup>soeuer</sup>/  
And the sd Ann Godfrey for her selfe her heyres, executors  
Administrators & assigns, & for all & every of them, doe  
covenant promisse & grant to & with the sd Ayle Shapleigh  
her heyres & Assigns & every of them by these Presents the  
sd Pemiſſes & every part & Prcell there of with the appur-  
tenances aganst her the sd Ann Godfrey her heyres & assigns,  
& against all & euery other Prson & Prsons w<sup>soeuer</sup>, shall  
& will warrant & for ever defend by these Presents/ In  
witness whereof the Partys first aboue named to these Pres-  
ent Indentures interchangeably haue sett thejr hands & seales  
the day yeare first aboue written/ 1667 :

Sealed & delivered in

The marke of

the Presence of,

Ann  Godfrey (<sup>her</sup> seal)

Abraham Corbett/

A true Cappy of this Instrument

Alice Corbett signū :

or Indenture aboue written

transcribed out of the originall,

& there with compared this 5<sup>th</sup>

day of Janv : 1667 : p Edw :

Rishworth ReCor :



Bee it remembred, that vpon the fourth day of Octobr  
next after the date within written, quiett & peaceable posses-  
sion of the Lands within granted was given & delivered by  
the with in named Ann Godfrey vnto the with in named  
Aylce Shapleigh in y<sup>e</sup> name of possession & seazin, of all  
Lands, tenements, & Hæriditaments in the deed with in  
Written conteyned to haue & to hould vnto the sd Aylce  
Shapleigh her heyres & Assignes for ever, according to the

BOOK II, FOL. 35, 36.

tenour & true meaneing of the Deede, with in written/ In  
y<sup>e</sup> Presence of/

A true copy of the possession giuen	Abra : Corbett
transcribed out of the originall this	John Davess
6th : of Janv : 67 : p Edw : Rish-	
worth ReCor/	

Know all men to whom these Presents shall come y<sup>t</sup> I  
Leeften<sup>t</sup> William Phillips of Winter Harbour, for & in con-  
sideration of severall good Causes mee y<sup>r</sup>vnto moueing, &  
satisfaction already by mee received, haue given granted  
barganed and sould, & by these Presents do giue  
Phillips grant bargane & sell vnto my sun in Law John  
To Allden Allden of Boston Mariner with Elizabeth his  
Allden wife, one quarter or fourth part of a saw Mill  
with saws doggs Crows, & all manner of Toooules therevnto  
belonging, scituated vnder Sacoe ffalls, with the benefitt of  
the place, the which Mill was buijt by the sayd Allden, &  
alsoe with sufficient Meddow Land & Pasture Land, & Tym-  
ber for his quarter part as I haue for my other three quarters,  
proportionably to him the sd Allden, his heyres executors &  
assignes for ever/ to haue & to hould from mee or any vnder  
mee/ to the true Prformance of all which, I bind my selfe  
my heyres executors [36] & assignes, as witness my hand &  
seale this twenty eight of Novemb<sup>r</sup> one thousand six hundred  
sixty two/

Signed Sealed & delivered,  
In the Presence of us,  
Natha<sup>n</sup> Phillips/  
Restrom Sanford/

William  
Phillips (<sup>his</sup><sub>seal</sub>)

A true Copy of this Instrument aboue Written tran-  
scribed out of the originall, & y<sup>r</sup> with compared this 6<sup>th</sup> day  
of Janvary 1667 : p Edw : Rishworth ReCor :

Book II, Fol. 36.

This bill of sayle doth Witness that I Joseph Bollles Gentlema<sup>n</sup>: his heyres & assignes hath sould vnto  
Bollles  
To  
Hill  
Peter Hill of Winter Harbour one hundred Acers of Land, which lyes between a Lott which was formerly Mr Andrews, & a Lott w<sup>ch</sup> was formerly Mr Robert Sankes w<sup>ch</sup> goeth down towards the River to a great Cricke bounded of both sides with a small Cricke, & to come to a Certen Oake stumpe that stands by the path of the South side, & soe to goe in breadth to Mr Andrews Lott/ Witness my hand this 12<sup>th</sup> of Octob<sup>r</sup> 1659 :  
Witness/ Richd Tucker/ By mee Joseph Bolles/  
Roger Spencer/

October : 8<sup>th</sup> 1667 :

These Presents do witness that I William Phillips of Sacoe, for valewable Considerations y<sup>r</sup>vnto mee moueing, & for one days worke which as a yearly acknowledgm<sup>t</sup> Roger Hill shall yeare by yeare pay or cause to bee pd vnto mee my heyres & assignes, from him his heyres & assignes : do in the behalfe of my selfe my heyres & assignes grant give & Confirme the soole propriety of this hundred Acers of Land with all priviledges & appurtenances belonging y<sup>r</sup>vnto, formerly purchased by Peter Hill of Mr Jos : Bolles, vnto Roger Hill his heyres & assigns for ever/

William Phillips/

Majo<sup>r</sup> William Phillips owned this to bee

his Act & deed before mee Edw : Rishworth Jus : pe

Trve Coppys of that Instrument made by Mr Jos : Bolles to Peter Hill, & of Majo<sup>r</sup> Wilt : Phillips his confirmation of the sd hundred acers of Land to Roger Hill transcribed out of the originalls the 6th : of Janvary 1667 : & y<sup>r</sup>with Compared p Edw : Rishworth Re : Cor :

This Indenture made the first day of August In the foureteenth yeare of the Reign of our soueraign Lord Charles by the grace of god King of England Scotland France & Ireland Defend<sup>r</sup> of the faith &c: betwene Richd Vines of Sacoe gentlem<sup>n</sup>: on the one party, & Jane Andrews of Sacoe Widdow, on the other party, Witnesseth that y<sup>e</sup> sd Richd Vines, for diverse good causes & considerations him therevnto moueing, hath given granted barganed & sould vnto the sd Jane Andrews her heyres & assignes, & by these Presents do give grant bargane sell & Confirme vnto her & her aforesayds, one hundred Acers of Land togeather, & next

<p>Vines To Andrews</p>	<p>adioyneing to that Parcell of Land, whereon her late deceased husband Samuēll Andrews hath built an house &amp; fenced in about foure Acers of ground, being part of the sd hundred acers, being on the West side of Sacoe River, &amp; next Adioyneing to the house of Willia<sup>m</sup>: Scadlocke, &amp; alsoe to cutt &amp; take hay for her Cattle in the Marshes neare adioyneing togeather, with free Ingress egress &amp; regresse for fishing &amp; fowling according to the Costome of the Country, to haue &amp; to hould the sayd p<sup>r</sup>misses with the sd Land, &amp; thejr appurtenances, vnto the aboue named Jane Andrews, &amp; her heyres for Ever: Yeilding &amp; paijng vnto the aboue named Richard Vines or his assignes, one acknowledgm<sup>t</sup> or rent or rent charge of twelfe peence on euery feast of Saynt Michaell the Archangell, &amp; if it shall happen the sd rent to bee vnpayd being lawfully demanded, that then Itt shall bee Lawfull for the sayd Rich<sup>d</sup> Vines his heyres or assignes to enter into any part of the Premisses, &amp; to take a distress &amp; the same to detayn &amp; keepe till the aforesd rent of Twelue pence bee payd; And the sd Richard Vines doth covenant &amp; promiss for him selfe his heyres &amp; assigns that the sd Jane Andrews, her heyres &amp; assignes shall peaceably hould &amp; Inioy the sd demised p<sup>r</sup>misses, &amp; every part &amp; Prcell thereof without any Lett or disturbance of the sd Ric: Vines his heyres or assignes or any other Prson, by his or thejr meanes or pro-</p>
---------------------------------	--

BOOK II, FOL. 36, 37.

curement; In witness whereof, the sayd Partys to these  
[37] Present Indentures interchangably haue sett two thejr  
hands & seales yeavon the day & yeare first aboue written/  
Signed sealed & delivered Confirmed

In the Presence of Thomas Williams the 22 : of the  
Robert Booth fourth Moenth 1654 :  
John West Select men of Sacoe/

These Presents do witness that I William Phillips of  
Sacoe, for good considerations y<sup>v</sup>nto mee moueing, & for  
one days worke which as a yearely acknowl-  
edgm<sup>t</sup> Roger Hill shall yeare by yeare pay or  
cause to bee pd vnto mee, or my heyres or  
assignes from him or his heyres or assignes, do  
In the behalfe of my selfe my heyres & assignes give grant  
& Confirme the soole propriety of this hundred Acers of  
Land with all the priviledges there of as granted by Mr  
Richd Vines vnto Mis Jane Andrews though vnsubscribed  
vnto Roger Hill his heyres & assignes for ever, as Witness  
my hand this 8<sup>th</sup> day of Octobr 1667 :

Phillips  
To  
Hill  
Major William Phillips owned William Phillips/  
this aboue written, to bee  
his Act & Deed at y<sup>e</sup> date  
hereof before mee Edw : Rishworth Jus : pe :


A true Coppy of this deed with in written granted by Mr  
Ric : Vines as vnsubscribed, & of the confirmation of it by  
y<sup>e</sup> select men of Sacoe, & of a more full confirmation y<sup>e</sup>of by  
Major Witt : Phillips vnto Roger Hill as by him acknowl-  
edged, transcribed out of y<sup>e</sup> originalls & there with compared  
this 10<sup>th</sup> day of Janvary 1667 : p Edw : Rishworth ReCor :


Benighton  
&  
Phillips  
This Instrument witnesseth, that Wee whose  
names are vnderwritten do give each other this  
Instrument as Witness/ That for the Considera-  
tions of eight hundred pine trees to bee delivered  
by Mr John Bonighton, vnto Major William Phillips or his

BOOK II, FOL. 37.

assignes sound to make M<sup>r</sup>chandable boards growing now at little Falls, on the Land thejr adiacent to bee felled & taken away when y<sup>e</sup> sd Phillips shall haue Occasion for them, and the sayd Phillips yearly to give vnto the sd Bonighton or his heyres a due Accōpt thereof/ And alsoe the one halfe of the Ysland against the Mill, that part that Abbuteth against the sd Mill to bee layd out by a surveyer chozen by Consent of the sd Bonighton & the sd Phillips: This to bee done with in foureteen days after the date hereof; This being Prformed shall bee a full end from the date hereof, of all differences debts dues or demānds Contracts barganes from the begining of the world vnto this Present/ To witness the Treuth wee do Interchangeably sett two o<sup>r</sup> hands this first day of Octobr 1667 :

This Instrument witnessed by us to bee    John Bonighton  
the Act & Deede of Mr John Bonigh-    William Phillips/  
ton, & Majo<sup>r</sup> William Phillips this  
Present day & yeare 1667 : 15 : Octobr

The Marke  of Henery Brown/

The Marke  of Tho : Doughty/

The Marke  of John Bonighton Junio<sup>r</sup>

Henery Brown & Tho : Doughty maketh  
oath that y<sup>e</sup> Instrument or agreem<sup>t</sup>  
with in written, to w<sup>ch</sup> they are aboue  
Witnesses was the Act & deede of  
Cap<sup>t</sup> John Bonighton & Majo<sup>r</sup> Willia<sup>m</sup>  
Phillips/

Taken vpon oath this 21 : of October, 1667 : Geo : Munioy  
Jus : pe :

Booth &  
Denmark  
Test  
for Phillips

October : 17 : 67 : I being desired by Majo<sup>r</sup> William  
Phillips & Mr John Bonighton to deuide the  
Ysland within mentioned between them It was  
done accordingly/ & bounds sett between them  
the day abouesd/ & possession given Majo<sup>r</sup> Phil-

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lips by Mr Bonighton by Turffe & Twidg in my Presence that is to say halfe of the Ysland next to y<sup>e</sup> Majors house & is as bounded with a small tree growing vpon the vttermost poynt towards the South East over against John Davesses house/

Robert Booth  
Patricke Duṁmark/

Robert Booth & Patrick Duṁmark maketh oath, that Cap<sup>t</sup> John Bonighton did deliver & part the aboue mentioned Ysland as is there in expressed, taken vpon oath before mee this 21 : of October 1667 : Geo : Muniy Jus : pe :

A true Coppy of this Instrument aboue written, as alsoe of possession deliverd by Robert Booth of part of y<sup>e</sup> Ysland y<sup>r</sup>in specifyd, as of severall testimoys taken w<sup>h</sup> concerne y<sup>e</sup> same, transcribed out of y<sup>r</sup> originalls & therewith compared this 10<sup>th</sup> Janvary, 1667 : p Edw : Rishworth Re : Cor :

This bill bindeth mee Francis Champernown my heyres executors or assigns to pay or cause to bee payd vnto George Walton of Pischataq his heyres executors or assigns the full & Just some of Twenty six pounds as Witness my hand & seal even the Twenteth of this Present August, one thousand six hundred sixty one/

Champernown  
To  
Walton

The Condition of this Present obligation is such/ that y<sup>e</sup> aboue bounden Francis Champnown doth promiss to leave in the hand of the abouesd George Walton a Certen Marsh on his Ysland which hee hath now in possession, oposite to the now liueing house of the abouesd Geo : Walton which hee the sd Geo : Walton is to keepe in his Costody for the space of two yeares, & then the abouesd Fran : Champernown, is to pay vnto y<sup>e</sup> sayd [38] George Walton, the full whoole & intyre some of Twenty six pounds at all demānds after

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the Twenty fifth of August in the yeare one thousand six hundred sixty three, or else this Marsh is to remajne in the hand of the aforesd George Walton vntill the sd Fran : Champerown give full satisfaction to the abouesd Geo : Walton, soe that this Prformed It is to bee voyd, & of none effect, or else to stand in full force & vertue, as witnesseth my hand & seale even the day & yeare aboue written/

Signed sealed & Delivered/      ffrancis Champernown (<sup>his</sup> <sub>seale</sub>)

In the Presence of vs/

Richd Oliver/

Robert Taprill/

These Presents Witnesseth that I Fran : Champnown do by these bind my heyres administrators & assignes to make good the Premisses, vnto Geo : Walton his heyres & executors administrators & assignes/      Witness my hand this 22<sup>th</sup> of June 1665 :

Witness/

Fran : Champernowne/

Henery Jocelyn/

True Coppys of this obligation with a Confirmation thereof before Esq<sup>r</sup> Jocelyn, transcribed out of the originalls, & there with Compared this 23 : of Janvary : 1667 : p Edw : Rishworth ReCor :

To all Christean people to whom these Presents shall come, greeteing, I Thomas Turner In the parish  
Turner      of Kittery in the Long Reach In Pischataqua  
To      River in New England, haue given granted barganed sould Alienated & Infeoffed & doe firmly  
Walton      by these Presents, give grant bargane & sell alienate & Infeoffe vnto Mr George Walton ordinary keeper In Pischataqua River aforesd, Twenty acers of Land scituat lijng & being In y<sup>e</sup> Parish of Kittery aforesd vpon the North East of Christean Ramacke, w<sup>ch</sup> sd Twenty acers of Land is to bee for the vss

of the sd George Walton, his heyres executors Administrators & assignes for ever, vpon non payment of eight pounds seaventeen shillings Sterling, to bee pd at or before the last day of March next Insueing, by the sd Thomas Turner, his heyres executors, administrators or assignes, to the sd Geo : Walton his heyres administrators or assignes, and vpon the payment of the money abouesd, Ingaged M<sup>r</sup>chandable Red Oake staues, then the sd Land to bee to the proper vss of y<sup>e</sup> aboue sd Turner agajne, & likewise what the sd Turner can make appeare to bee payd to the sd Walton in part of the some abouesd, is to bee deducted/ In witness w<sup>o</sup>f I haue here vnto sett my hand & seale, this 16<sup>th</sup> of August 1659 : the aboue sd Land lijng in backe Cove behind Thomas Spinnys/

Signed sealed & Delivered,

Thomas Turner (<sup>his</sup> seal)

In the Presence of us,

Abishag Walton/

John Langham/

A true Coppy of

This Deed or Instrument transcribed

out of the originall & there with

Compared this 23 : of Janvary

1667 : p Edw : Rishworth ReCor :

To all Christean people, I John Sagamore of a place In Kenebecke River called by the English the high head, being on the Westerly side of the place called Merry Meeteing Bay, sendeth greeteing, Know yee that I the sd John, for & in Consideration of the Loue & good will which I haue & beare towards my Loueing frejnd Thomas Watkins of Boston In New England Planter, as alsoe for & in consideration of his Travell with & for mee from the aforesd Boston to y<sup>e</sup> Fort of Arania, & the great pleasure & good hee did mee there : Have given & granted, & by these Presents do freely Clearly & absolutely give grant & confirme vnto the sd Thomas

Indians  
To  
Watkins

Watkins, his heyres and assignes, a Prcell of Land begining at the aforesd place called the high head, & from thence to runne vp the River vnto a fresh water brooke, and is by estimation of mee the sd John Sagamore a mile & a halfe mile in length, & is in breadth at the brooke one mile, togeather with a Parcell of Marsh grōd lijng & being on the other side of the River aforesd, contayneing Twenty Acers bee it more or lesse as It lyeth compassed with the sd River, on the one side, & the vpland on the other side, with the priuiledge of the backe Lands to the granted Premisses for commonage & pasture of cattle & felling of Tymber, & wood Trees & all other priuiledges & appurtenances whatsoever, to the given & granted Premisses, belonging to haue & to hould the aboue given & granted Premisses, with the profetts priuiledges & appurtenances, to them & either of them belonging vnto the sd Thomas Watkinis his heyres & assignes for ever, to the onely proper vsse & behoofe of the sayd Tho: Watkins his heyres & assignes from the nineteenth day of August, In the yeare of our Lord one thousand six hundred sixty one, for ever, freely peaceably & quietly without any manner of reclayme Challenge or contradiction of mee the sd John Indean Sagamore, my heyres executors or of any other Prson or Prsons by mine or thejr meanes title Consent or procurement In any manner or wise, & with out any thing to bee given or done in tyme to come, soe that neither I the sd John my heyres executors, nor any other Prson by us for us or in our names, or In the name or names of us, or any of us att any tyme or tymes hereafter may aske Clajme or demand in or to the Premisses or any part thereof, any Interest right Title vsse or possession, but from all [39] Action of right title Clajme Interest vse possession & demānd thereof Wee & every of us to bee vtterly excluded, & for ever debarred, by these Presents/ I the sd John the Premisses hereby given granted & confirmed, aganist all Prson & Prsons w'soeuer, shall & will warrant, & for ever defend vnto the sd Tho: Watkins his

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heyres & assignes/ In witness w<sup>of</sup> I haue here vnto sett  
my hand & seale in Boston aforesd, the forenamed Nine-  
tenth day of August In the yeare aforesd 1661 :

Signed sealed & Delivered, The Marke of John <sup>(his</sup> <sub>(seal)</sub>

In the Presence of us/

Edw : Ellis/

William Pearse/

Indean



Sagamore

This writeing with in was acknowledged by  
John Sagamore of Kenebecke to bee his  
Act & Deede this 20<sup>th</sup> of August 1661 :  
before mee John Endecott Gouer/

A True Cappy of this Instrument or deede aboue written  
transcribed out of the originall & there with compared this  
27 : day of Janvary 1667 : p Edw : Rishworth ReCor :

To all Christean people to whom this Present Instrument  
shall come, Major William Phillips of Winter harbour In the  
province of Mayn In New England sendeth greeteing, in our  
Ld god everlasting, Know yee that the sd Major William  
Phillips with the free consent of Bridgett his wife, for and  
in consideration of y<sup>e</sup> some of one hundred & fuety one  
pounds three shillings & eleven peence in money & other  
current pay in New England to him in hand before the seal-  
ing & delivery hereof, well & truely payd by Richard  
Hutchinson of London M<sup>c</sup>chant, the receipt w<sup>of</sup> the sayd  
Major William Phillips doth acknowledg by these Presents,  
hath given granted barganed sould aliend Enfeoffed & Con-  
firmd & by these Presents, do give grant bargane sell alien  
Enfeoff & confirme vnto the sayd Richard Hutch-  
inson his heyres & assignes for ever, a Tract or  
quantity of Land contayneing one thousand  
Acers lijng & being aboue the Falls at Sacoe In  
the Province aforesd & on the North Westerly side of  
Swann pond Cricke : The sd Land to contane one Mile in

Phillips  
To  
Hutchinson

breadth vp by the River of Sacoe aforesd, & to runne backe Westerly vpon the Mayn Land soe fare as till the sd Number of one thousand Acers of Land bee measured vp, togeather with one fourth part of the Saw Mill at Sacoe ffalls, with all Woods vnderwoods Tymber & trees waters water Courses Meddows Libertys, fishings fowlings Hunting hawking Hawking ways easements passages profetts Commoditys Jurisdiction emoluments Comānge priuiledges & appurtenances w<sup>h</sup>soeuer thejr in or their belonging, or in any wise app<sup>r</sup>tayneing : And all the estate right title Interest vse propriety possession clajme & demand w<sup>h</sup>soeuer of him the sd Major Willia<sup>m</sup> Phillips of in or to the sd barganed Premisses & either of them/ And all deeds evidences & writeings, w<sup>h</sup> concerne the p<sup>r</sup>misses onely, & Coppys of such deed evidences & writeings, which concern the same with other things to haue & to hould the sd barganed p<sup>r</sup>misses, with the pfetts priuiledges & appurtenances to them or either of them respectiuely, belonging vnto the sayd Richd Hutchinson his heyres & assignes, to his & thejr owne proper vse & behoofe hence for ever/ And the sd Major William Phillips, for him selfe his heyres executors & administrators, doth covenant promiss & grant to & with the sayd Richard Hutchinson his heyres & assignes by these Presents In manner & forme as followeth (that is to say) that hee the sd Major William Phillips, at the tyme of the grant bargan & saile, of the p<sup>r</sup>misses to the sd Richard Hutchinson, & vntill the delivery hereof vnto Eliakime Hutchinson to & for the vse of his father the sd Richard Hutchinson his heyres & assignes for ever, was the true & lawfull owner of the aboue barganed p<sup>r</sup>misses, and that hee hath in him selfe full pouer & lawfull authority the p<sup>r</sup>misses to grant bargan sell & confirme as aforesd/ And that the sd Richd Hutchinson his heyres &

W<sup>m</sup> Phillips  
To  
Ric<sup>d</sup> Hutchin-  
son

assignes shall may hence forth for ever, lawfully peaceably & quietly haue hould possesse & inioy the sayd barganed Premises & every of y<sup>m</sup> free & clear & clearly exonorated acquitted & dis-

charged, or otherwise from tyme to tyme, & at all tymes hereafter by the sd Major William Phillips his heyres executors & administrators sufficiently saved defended & kept harmeles of & from all & all manner of former & other grants gyfts barganes sales Morgages Wills Judgm<sup>t</sup> executions Douers & title of Dowers, to bee Claimed by the sd Bridgett his now wife, & of & from all other acts & incomberances w<sup>h</sup>soever had made done or suffered to bee done by the sd Major William Phillips, his heyres executors administrators or any other Prson or Prsons w<sup>h</sup>soever, from by or vnd<sup>r</sup> him, them any or either of them w<sup>h</sup>y the sd Richd Hutchinson his heyres or assignes shall or may bee hereafter Lawfully evicted out of the possession thereof, or any Part or Prcell thereof/ And that the sd Major William Phillips his heyres executors & administrators the sd barganed p<sup>r</sup>misses & every part or Prcell thereof vnto the sd Richd Hutchinson his heyres & assignes against them selues, & all & euery Prson & Prsons w<sup>h</sup>soever lawfully Clajmeing or to Clajme any estate right title Interest Clajme or demand w<sup>h</sup>soever, of in or to the same, from by or vnd<sup>r</sup> him, them any, or either of them, shall & will warrant & for ever defend by these Presents : And that the sayd Major William Phillips, his heyres executors & administrators & each of them vpon reasonable & lawfull demand shall & will Prforme & do, or cause to bee Prformed & done, any such further Act or Acts whither by way of acknowledgment of this Present Deed, or release of Dower in respect of her the sd Bridgett, or In any other kind that shall or may bee for the more full compleating confirmeing & sure makeing of the sd barganed p<sup>r</sup>misses vnto the sd Richd Hutchinson his heyres & assignes for ever according to the true intent hereof & according to the Laws of the Province or Jurisdiction, w<sup>h</sup>in the sayd barganed p<sup>r</sup>misses lyeth : provided always & It is covenanted, concluded conditioned & agreed, by & between the sd Prtys to these Prsents/ That if y<sup>e</sup> [40] sd Major William Phillips, his heyres executors adminis-

trators or assignes or either of them, do well & truely content & pay, or cause to bee contented & pd vnto the sd Richd Hutchinson his heyres executors administrators or assignes the full & whoole some of one hundred fienety & one pounds three shillings & eleven pence by the valew thereof in good sound M<sup>c</sup>chandable Inch pine boards at the saw Mill at Sacoe falls aforesd, at fourty shillings p thousand at or before the nineteenth day of y<sup>e</sup> Moenth of Octob<sup>r</sup> which shall bee In the yeare of our Ld one thousand six hundred sixty & eight with out coven or fraude that then this Present bargan & sayle & every Covenant grant Article & thing herein contaned shall to all æffects purposes, & constructions w<sup>t</sup>soeuer, bee vtterly voyd frustrate & of none æffect, but If default of payment at the day aforesd, happen in part or in all contrary to the Teno<sup>r</sup> hereof, that then this Present bargan & sale, shall to all æffects & purposes stand remajn & abide in Its full force & strength, any thing herein before expressed to the contrary thereof In any wise notwithstanding: In witness w<sup>o</sup>f the sd Major William Phillips hath here vnto sett his hand & seal the eighteenth day of the first Moenth co<sup>m</sup>anly called March In the yeare of o<sup>r</sup> Ld one thousand six hundred sixty & seaven, Annoq regni Caroli secundj xix/

Signed & delive<sup>r</sup>d In y<sup>e</sup>

William Phillips (<sup>his</sup> seal)

Presence of vs/

Bridgitt Phillips/

Robert Pateshall/

William Pearse/

Mis Bridgitt Phillips acknowledgeth this Instrument aboue written to bee her Act & deed, this 27 : of June 1667 :

before mee Samuell Wheelewright Jus : pe :

A trve copy of this Deed aboue written transcribed out of the originall, & there with compared this 30 : Janvary : 1667 : p Edw : Rishworth ReCor

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October: 16: 1659:

**Kittery**  
**To**  
**Tozier**      Granted Lotted & layd out by the Select  
Townsmen for Kittery vnto Richard Tozier his  
heyres or assignes for ever a Tract of vpland  
Contayneing sixty Acers & adioyneing to Wil-  
liam Pyles lott aboue the Salmon falls, & It runnes from y<sup>e</sup>  
River vp into the woods vpon a North East & by North  
Lyne in length, & the head bounds ruñs vpon a North West  
& by West lyne, as may appeare by severall Marked trees/  
A true Coppy taken the 8: day of Noveb<sup>r</sup> 1659:

p mee Humfrey Chadborne  
Town Clarke/

A true Coppy of this grant aboue  
written as transcribed by Humfrey Chadborne  
taken p mee this 13: March: 166 $\frac{1}{4}$  Edw: Rishworth ReCor:

W<sup>as</sup> Edw: Rishworth & Cap<sup>t</sup> John Dauess of Yorke  
Were Impoured & appoynted by the last Court of pleas for  
ending of a controversy, to lay out the deuideing bounds of  
Land betweene Richd Tozier & William Pyles, att their  
home lotts, w<sup>h</sup> Land of William Pyles his, is by him since  
sould, & remajnes now in the possession of James Smyth/  
In Attendancy vnto w<sup>h</sup> Court order, Wee the sd Rishworth  
& Davess made a survey of those bounds, in Controversy,  
w<sup>n</sup> & at which tyme the sd Tozier, Pyles, & James Smyth  
were Present w<sup>r</sup> togeather vewing & discussing touching y<sup>r</sup>  
bounds, vpon consideration the sd Richd Tozier, & James  
Smyth who bought the Interest of y<sup>e</sup> sd Land in  
Controversy formerly betweene Pyles & Tozier,  
**Tozier**  
**&**  
**Smith**      did Mutually conclude before vs, namely the sd  
Richd Tozier & James Smyth to end the Contro-  
versy them selues, & agree vpon there owne bounds, w<sup>h</sup>  
are as followeth vidz<sup>t</sup>: first that y<sup>e</sup> deuideing lyne between  
them is to begin at a small Wall Nutt tree, & soe runne

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directly as that fence between them now stands vp unto an ould stumpe, & from thence to a small Whitte oake marked by an ould bound Marke & soe running along to an ould seare oake standing in the fence by a spring ould Marked, goeing along to y<sup>e</sup> end of the fence now sett, & from the end of that fence to a small Whitte oake now Marked, & soe directly vnto another Marked Whitte oake standing by a great Whitte oake which lyeth close by Itt/

And It is further agreed by the sd Tozier & Smyth, y<sup>t</sup> w<sup>t</sup> Land falls with in those bounds thus Marked either aboue or below or with in fence, shall bee peaceably Inioyed or taken by the sd Prtys with out any trouble or controversy at all/ & this to stand hence forward as a full & finall agreement between us as Witness o<sup>r</sup> hands this 23 : day of Aprill 1668 :

Signed In y<sup>e</sup> Presence of,

Edw : Rishworth/

John Davess/

Ric : Tozier

his marke/



James Smyth his

marke/



A true Coppy of this grant as layd out & bounded aboue written, transcribed out of y<sup>e</sup> originall & there with Compared this 30 : of Aprill : 68 : p Edw : Rishworth ReCor :

W<sup>as</sup> I William Hammonds was Legally chozen by the Town of Wells for laijng out of Land according to pouer given mee, haue layd out vnto Mr John Wheelwright a Tract of Land granted vnto y<sup>e</sup> sd Wheelwright by Mr Henry Boad, & Mr Edw : Rishworth w<sup>h</sup> Land is bounded from the fence that is sett vpon the North West side of Mr Wheelwrights farme, & soe to runne vpon a streight Lyne to Ogunquett falls to a certen tree which I haue marked with **W** : May 24 : 1667 :  
by mee William Hammonds/

Wells  
To  
Wheelwright

[41] W<sup>as</sup> I Ezekell Knightts was Legally chozen by the Town of Wells with Goodman Hammonds, for laijng out of Land in the sd Town, I Ezekell Knight do consent vnto the laijng out of Mr John Wheelewrightts Land, granted by Mr Bode & Mr Edw: Rishworth, according as Goodm<sup>~</sup>: Hammonds hath bounded Itt, as Witness my hand this 23 of Aprill 1668 :

Ezekell Knightts/

A true Coppy of these two Instruments  
herewith in written sign'd by Will: Hammonds  
& Mr Ezekell Knightt/ taken out of the originalls  
& there with compared this 30<sup>th</sup> of Aprill 1668 : p Edw :  
Rishworth ReCor :

W<sup>as</sup> Edw: Rishworth & Cap<sup>t</sup> John Davess of Yorke,  
Were impoured & appoynted by the last Court of pleas for  
ending of a Controversy to lay out the deuideing bounds of  
Land between Ric: Tozier & William Pyles, at their home  
lotts, which Land of William Pyles his is by him sould &  
remajnes now In the possession of James Smyth/ In Atten-  
dency vnto which order Wee the sd Rishworth  
& Davess made a survey of those bounds in  
controversy, W<sup>n</sup> & at which tyme the sd Tozier  
Pyles & James Smyth Were Present, w<sup>r</sup> togeather  
vewing & discussing touching y<sup>r</sup> bounds, vpon which consid-  
eration the sd Tozier (& James Smyth who had bought y<sup>e</sup>  
Interest of the sd Land in controversy formerly between  
Pyles & Tozier, did mutually conclude before us, namely  
the sd Richd Tozier & James Smyth to end the difference y<sup>m</sup>  
selues, & agree vpon their own bounds, w<sup>h</sup> are as followeth,  
vidz<sup>t</sup> :

That y<sup>e</sup> deuideing Lyne between them is to begine at a  
Small Wall Nutt tree, & soe runne directly as that fence  
between them now stands vp vnto an ould stumpe, & from

Tozier  
Pyles &  
Smith

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thence to a small Whitte oake, marked by an ould bound Marke, & soe running along to an ould seare oake standing in the fence by a spring, ould marked, goeing along to y<sup>e</sup> end of y<sup>e</sup> fence now sett, & from y<sup>e</sup> end of y<sup>t</sup> fence to a small Whitt oake now marked, & soe directly vnto another marked Whitte oake standing by a great whitte oake which lyeth close by it: And It is further agreed between the sd Tozer & Smyth y<sup>t</sup> what Lands falls with in these bounds thus Marked either aboue or below or within fence, shall bee peaceably Inioy'd or taken by the sd Partys with out any trouble or controversy at all, & this to stand hence forward, as a full & finall agreement betwixt us, as Witness o<sup>r</sup> hands this 23 day of Aprill: 1668/

Sign'd in y<sup>e</sup> Presence of

Edw : Rishworth/

John Davess/

Ric : Tozier his Marke

James Smyth his Marke/

A true Coppy of this agreement transcribed out of y<sup>e</sup> originall & there with Compared this 11<sup>th</sup> June 1668 :

p Edw : Rishworth ReCor :

This Indenture witnesseth, that I James Gibbines of Sacoe

Gibbons  
for Haywood  
To  
Edgecome

In the Province of Mayn, with the consent of my wife Judeth, & my brother in Law Robert Haywood now resideing in the Barbadoes, as by his order to mee given beareing date the tenth day of January one Thousand six hundred & sixty, In the twelfth yeare of y<sup>e</sup> Reign of our Sovereign Ld King Charles y<sup>e</sup> secund, for diverse good causes us there vnto moueing, haue given, granted, barganed & sould, & by these Presents do give grant sell & Confirme vnto Nicho Edgecome his heyres executors, administrators & assignes for ever, fiuetu Acers of Land viz<sup>t</sup> Twenty acers of Marsh or Meddow

ground, at Gouse fayre River, as p the bounds y<sup>of</sup> supposed to bee soe much, & is to begine at the bounds of Edw : Clarke deceased, on the North West side of the River, & soe to runne along the same side of y<sup>e</sup> River vpon a North-erly course, till hee come to a Cricke Issueing out of a great pond & soe on the North west side of y<sup>t</sup> Cricke till hee come to the same pond or to the Length of it as Itt extends, & soe take all the Length of it & breadth between y<sup>e</sup> pond & y<sup>e</sup> woods bee Itt more or lesse : And the rest of his Land to begine at his now dwelling house & from thence to an oaken stumpe Westwardly from the sd house & soe to the Cricke or fresh water on the Eastward side, with an æquall breadth to the water side, & soe backward to the edg of the swampe, & the rest of this Land to bee finished next to the bounds of Edw : Andrews Land/ Yeilding & pajing y<sup>fore</sup> yearly & every yeare to y<sup>e</sup> sayd James Gibbones or Robert Haywood thejr heyres executors administrators or Assigns the some of fve shillings Sterlg in good M<sup>e</sup>chand<sup>ble</sup> bread Corne at or vpon the nine & Twenteth day of Septemb<sup>r</sup> & two days worke the one at planting the other at harvest tyme being lawfully demanded by them/ with this provisoe that y<sup>e</sup> sd Gibbons & Haywood, thejr heyres executors administrators or assignes shall from tyme to tyme & at all tymes hereafter make good & valid this grant vnto the sd Edgcome his heyres & assignes for ever & to mantayne y<sup>e</sup> same & defend them y<sup>r</sup> in by law. And further It shall bee lawfull for y<sup>e</sup> sd Gibbons or Haywood by them selues Joyntly or severally or thejr heyres executors administrators or assignes, in defect of or non payment of all or any of the sd Rents or due days worke, to make distress vpon y<sup>e</sup> þmisses or on any goods or Chattles of the sd Edgcoms, or his heyres executors administrators or assigns & the same to detayne & keepe till the sd Rents & due days workes bee satisfyd In testimony w<sup>of</sup>, & for the true P<sup>r</sup>formance of all things therein contayned from the one Party to the other, they bind them selues their heyres executors administrators & assignes to make good

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the same as Witnessed by an Interchangeable setting two  
y<sup>r</sup> hands & seals to one part of these Indentures beareing  
date the nine & 20<sup>th</sup> day of March 1662 :

Sealed signed & deliverd	James Gibbons	S (his seal)
& possession & seizin	his Marke	
given before us/		
Richd Foxwell/	Judeth Gibbons	
Ric : Tucker/	p her marke	I (her seal)

A true Coppy of this Instrument aboue  
written transcribed out of the originall  
& therewith compared this 18<sup>th</sup> day, of  
June : 1668 : p Edw : Rishworth ReCor :

[42] James Gibbons & Judeth his wife acknowledged  
this with in Deede or Indenture to bee there Act & Deed  
vnto Nicholas Edgcome/

Taken in Court this 20<sup>th</sup> of May 1668 : Geo : Munioy  
Jus : pe :  
vera Copia Edw : Rishworth ReCor :

This Indenture made y<sup>e</sup> Thyrteeth day of Septemb<sup>r</sup> In the  
eighteenth yeare of our Sovereign Lord Charles the second  
by the Grace of god, of England Scotland  
France & Ireland King, defend<sup>r</sup> of the faith &c :  
between Cap<sup>t</sup> Walter Barefoote of Douer in the  
River of Pischataq Chyergion on the one Party,  
& Robert Mussell of Portsmouth in the River of Pischataqua  
on the other party, fisherman, Witnesseth that y<sup>e</sup> sd Walter  
Barefoote, for & Consideration of y<sup>e</sup> some of fueteen pounds  
of Lawfull money of New England in hand before the then  
sealing & delivery of these Presents well & truly payd, the  
receipt w<sup>o</sup>f the sd Walter Barefoote doth hereby acknowl-  
edg, & him selfe to bee fully satisfyd contented & payd, &  
there of, & of every part Prcell & penny there of doth  
acquitt exonerate & discharge the sd Robert Mussell his

Barefoot  
To  
Mussell

heyres executors & administrators & every of them for ever  
 by these Presents, hath granted barganed & sould aliend  
 Infeoffed convayed released delivered & confirmed, & by  
 these Presents doth grant bargain & sell, aliene Infeoffe con-  
 vey release assure deliver & Confirme vnto the sd Robert  
 Mussell his heyres & assignes all that peece or Prcell of  
 vpland scituate lijng & being in Kittery, with in the Prov-  
 ince of Mayn vpon the West side of a Cricke y<sup>e</sup> bounds Cap<sup>t</sup>  
 Champnowns Ysland, & begins at a Whitte oake marked  
 neare the brooke which is on y<sup>e</sup> North East side y<sup>e</sup>of neare  
 vnto Robert Wadleighs dwelling house & soe to runne by  
 y<sup>e</sup> water side eight & Twenty pooles vnto a great marked  
 Whitte oake about West & by Nore, & soe to runn backe-  
 wards into y<sup>e</sup> Woods the same breadth vntill tenn Acers bee  
 fully made vp, & compleated/ And alsoe all & singular ways  
 paths passages trees Woods vnderwoods commans easements  
 profetts commoditys Aduantages Emoluments heriditaments  
 & appurtenences w<sup>h</sup>soever to y<sup>e</sup> sayd peece or Prcell of Land  
 belonging, or in any wise app<sup>t</sup>ayneing, & alsoe all the right  
 title Clayme vse possession reversion remajnder & demānd  
 w<sup>h</sup>soever of him the sd Walter Barefoote of in or vnto the sd  
 Tract peece or Prcell of Land belonging, or in any wise  
 app<sup>t</sup>ayning. To haue & to hould the sd peece or Prcell of  
 vpland before hereby granted barganed & sould, & every  
 part & Prcell thereof, & all & singular other the Premisses  
 with thejr & every of thejr appurtenances vnto the sd Rob-  
 ert Mussell his heyres & assignes for ever, to the soole &  
 onely proper vse benefitt & behoofe of y<sup>e</sup> sd Robert Mussell,  
 his heyres & assignes for ever, & to & for noe other vse &  
 purpose w<sup>h</sup>soever: And the sd Walter Barefoote for him his  
 heyres executors administrators & assignes, & for all &  
 every of them, doth hereby covenant promiss & grant to &  
 with the sd Robert Mussell his heyres & assignes, & to &  
 with every of them by these Presents, that hee the sd  
 Robert Mussell his heyres & assignes & every of them shall  
 & may lawfully from tyme to tyme, & at all tymes hereafter

BOOK II, Fol. 42.

quietly & peaceably haue hould vse occupy possess & inioy to his & there own pper vse & behoofe, all & singular the before hereby granted & barganed Premisses, & every part & Prcell there of with the appurtenances, freed acquitted & discharged, or other wise well & sufficiently saved & kept harmeless of & from all manner of former or other barganes sales gyfts grants Leases Joyntures, Dowries Judgm<sup>ts</sup> executions Titles troubles charges & Incomberances w<sup>ts</sup>soever heretofore had made committed suffered or done, or to bee had made committed suffered or done by the sd Walter Barefoote his heyres executors administrators or assignes or any of them, or of or by any other Prson or Prsons w<sup>ts</sup>soever, lawfully clajmeing from by or vnder him them or any of them/ In witness w<sup>of</sup> the Prtys aboue named to these Present Indentures Interchangeably haue sett thejr hands & seals the day & yeare aboue written, 1667 :

Sealed & Deliveřd

Walter Barefoote (<sup>his</sup>seale)

in the Presence of,

Hen : Greinland/

Abraham Corbett/

Bee It remembered that vpon y<sup>e</sup> last day of July in the yeare with in written quiett & peaceable possession of the Land with in granted, was given & delivered by y<sup>e</sup> with in named Walter Barefoote, vnto y<sup>e</sup> with in named Robert Mussell in name of possession & seazin of all Lands tenements & heriditam<sup>ts</sup> in the deed with in written contayned, to haue & to hould vnto the sd Robert Mussell his heyres & assignes for ever, according to the Teño<sup>r</sup> & true meaneing of the deed/ written in the Presence of/

Abraham Corbett

Hen : Greinland/

A true Coppy of this deed aboue written, transcribed out of y<sup>e</sup> originall & y<sup>r</sup> with compared this 22<sup>th</sup> d : of June 1668 :  
p Edw : Rishworth Re : Cor :

These Presents do witness that I Ann Godfrey of Yorke  
 In the province of Mayn, for diverse good Considerations  
 therevnto mee moueing, & more especially for that Loue  
 & affection I beare vnto Sarah Donell, [43] & Margerett  
 Donell, daughters of Hene : Donell, & Frances Donell of the  
 sayd Town, do giue grant Enfeoffe & Confirme vnto the sd  
 Saraih & Margerett Donell, my sool right & Interest of a  
 Certen Tract of Meddow Land, & a parcell of vpland, the  
 one part y<sup>r</sup> of being an Ysland on the other side of Yorke  
 River over aganst the house of Joane Dixons, where on  
 Hen : Donell for severall years since hath bujt a  
 Stage, & fished vpon, & halfe that Ysland, called  
 by the name of the great Ysland, the other halfe  
 of which I sould vnto Samson Anger/ Which  
 Meddow Land lijng with in & about the Ysland, & the halfe  
 of the great Ysland aboue mentioned, contayneing the quan-  
 tity of foure or five Acers of Meddow, bee It more or less,  
 being bounded out next vnto that Meddow, & part of that  
 Ysland Which I formerly sould to Sampson Anger, Which  
 vpland & Meddow as aboue written, I do by these Presents,  
 & haue given granted Enfeoffed & confirmed vnto the sayd  
 Saraih & Margerett Donell there heysr & assignes for ever/  
 And in case either of them shall dy before it come into thejr  
 hands, then the whool I giue & Confirme vnto her that sur-  
 viueth/ always pvided that Hene : Donell shall haue the vse  
 of that part of the small Ysland whereon hee fisheth & hath  
 Improued, soe long as hee liveth, & That Frances Donel his  
 wife shall haue the free vse of the Meddow & other Land  
 belonging to it whilst shee Liveth/ And for the reall Prform-  
 ance of this my gyft which I haue by this Deed made vnto  
 Sarah & Margerett Donell, I do comitt the Premisses into  
 the hands & care of my Loueing frejnds Edw : Rishworth &  
 John Allcocke of Yorke, whom I sooly Intrust to see vnto  
 y<sup>e</sup> right disposing thereof according to my true meaneing  
 & honest Intentions thejr in/ In testimony of every of the

Ann Godfrey  
 To  
 Sar<sup>h</sup> & Marg<sup>t</sup>  
 Donnel

BOOK II, Fol. 43.

Premises abouesd, I haue here vnto afixed by hand & seale  
this second day of Aprill 1660 :

Signed sealed & Deliveřd in the  
Presence of/

Ann Godfrey/ (<sup>her</sup><sub>seale</sub>)

Ric : Bankes his Marke

R

Tho : Bragdon his marke

T B

Mis Ann Godfrey owneth this Instrument aboue written  
to bee her Act & deed before Edw : Rishworth Jus : pea :

A true Coppy of this deed or Instrument with in written  
transcribed out of the originall, & there with compared, this  
23<sup>u</sup> day of June 1668 : p Edw : Rishworth ReCor :


This Indenture made the sixeteenth Day of July in the  
Eighteenth yeare of the Raigne of our Soberaigne lord Charles  
the second by the grace of god of England Scotland ffrens  
and Ireland King Defender of the faith &c Betwene Robert  
Wadlowe of Kittary in the prouince of Mayne yeam<sup>~</sup> of  
thone pte Henry Greeneland of Kittary in the Province  
of Mayne Chirurgion of the other pte Wittness-  
eth that the said Robert Wadlowe for and in  
Wadleigh To  
Greenland Considera<sup>~</sup> of the some of One hundred and  
Ninty pownds in hand before then sealing and  
Dali<sup>~</sup>fy of these p'sents well & truly paid the receipt where  
of the said Robert Wadlowe Doth hereby acknowledgd and  
himselfe to be fully satisfied contented and paid and thereof  
and of eu<sup>~</sup>y pte pcell and penny thereof doth acquitt Exonate  
and dischearg the said Henry Greeneland his Hēres Exe<sup>~</sup>c and  
Admist<sup>~</sup>r and eu<sup>~</sup>y of them for eu<sup>~</sup> by these p'sents Hath Giuen  
granted bargained and sold aliened Enfeoffed Conveyed  
released assured Deliuered and confermed & by these p'sents  
Doth give grant bargain and sell aliene Enfeoffe Convey

release assine assure Deliuer & confirme vnto the said Henry Greenland his heirs and ass<sup>ts</sup> for e<sup>er</sup> All that Dwelling howse and Brewhowse scituate standing & being in Kittary aforesd at a place there called the poynt or by what other name or names soe<sup>er</sup> the same is called and knowne and also all that platt or pcell of land whearon the said Dwelling howes and Brewhowes standeth w<sup>ch</sup> sd pcell of land lately p<sup>ch</sup>sed of Major Nickholas Shapligh as by the assuarans therof will at learge appeare and also all Comons Easem<sup>ts</sup> pffits Commodities Aduantages Emolum<sup>ts</sup> herredit<sup>ts</sup> and app<sup>te</sup>nces wht so e<sup>er</sup> to the said howsses & pcell of Land belonging or in anny wise appteyng And allso all the right titele Clayme vse [44] Possession Rever<sup>con</sup> Remainder and Demand whatsoever of him the sd Robert Wadlowe his Exec<sup>rs</sup> Adminstra<sup>t</sup> and ass<sup>ts</sup> and e<sup>er</sup>ly of them To have and to howld the said Dwelling howese and brewhowes the said pcell of Land and Euery pte and pcell thereof w<sup>th</sup> thap<sup>te</sup>n vnto vnto y<sup>e</sup> said Henry Greenland his heires and assignes for e<sup>er</sup> to y<sup>e</sup> sole & only proper vse benefit & behof of y<sup>e</sup> sd Henry Greneland his haire & assiges for euer and to and for noe other vse intent p<sup>o</sup>pose what soeuer And the said Robert Wadlowe for him his Heires Executors Administra<sup>rs</sup> and ass<sup>ts</sup> and for all and euery of them Doth Couen<sup>t</sup> pmis . . and grant to and w<sup>th</sup> the said Henry Greenland his heires and assignes and to & with Euery of them by these presen . . that hee the said Henry Greenland his heires and assignes & euery of them shall and lawfully may from time to tim . & att all tymes fore<sup>er</sup> hearaftar quietly and peascabely haue howld vse occupy possesse and enioy all and sing . . . the before hereby granted and bargained p<sup>o</sup>misses and e . . . pte and pcell thereof w<sup>th</sup> thapp<sup>te</sup>nces freed acquitted & Dischearged or otherwise well and suffistienly saued & kept harmles of and from all and all mano<sup>r</sup> of for<sup>th</sup> and otha . bargaines sales gifts grants rents Leasses Mortgages Jo . . Dowes and title of Dowes of Sarah & now wife of the sa . . Robert Wadlowe Judgments Executiones

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Titles troubels Cheargis Incombrances and Demands whatsoeū hertofore had made committed suffered or Dun or hearafter to be had Cummitted & sufered or dun by the said Robert Wadl . . . his heires or assinges or any of th . . or of or by any other pson or psones whatsoeū lawfu . . . clajming any Estate right title or Int̄rust from by or vnder him them or any of them And the said Robert Wadlowe for him his heires Executors and a . . . . . and for all and eūy of them Doth farther Couen<sup>t</sup> and grant to and w<sup>th</sup> the said Henry Greenland his heires & ass̄ & to & with eū of them by these p'sents that he the said Robert Wadlowe Sarah & his wife & thayer heires shall and will w<sup>th</sup>in seaven yeares ne . . ensuinge the Date hearof at the request cost a . . chearges in the law of him the said Henry Greenel . . . his heires & assignes make Doe acknowledge Execu . . and suffer or cause or p̄cuer to be made Done . . . . . wledg Executed and suffered all and eūy such . . . . . lawfull and resonable act and acts thing & . . . . . Devise and Davises assuurances and Conveyanc . . . . Lawe whatsoeū for the farther and more . . . . uring sure making and inioying of the . . . . .

. . [45] Deede or otherwise as the said Henry Greenland his heires or ass̄ or his or their Cowncell lerned in the Lawe shall be reasonably Deuised advised or required in Wittes whereof the pties furst aboue named to these p'sent Indentures Interchangably haue sett their hands and seales the Day and yeare furst aboue written/ 1666

Sealed and Duliue<sup>d</sup> Robert Wadleygh y<sup>e</sup>  sceall  
in p'sence of  
Nic Shapleigh :  
Walter Barfoote  
Abra Corbett :

Memorandū that vpon the seauenteenth Day of Aug: 1666 quiet and peaseable possession of the howse and Lands w<sup>th</sup>in granted wase given and daliuered by the w<sup>th</sup>in named Robert Wadlygh vnto the w<sup>th</sup>in named Henry Greenland in named

of possession & seizen of all Lands Teneñs and hereditamds  
in the Deed w<sup>th</sup> in written contayned To haue & to hold  
vnto the said Henry Greenland his heires and ass̃ for eñ  
according to Teno<sup>r</sup> and tru meāing of the Deed w<sup>th</sup> in  
written

In p<sup>r</sup>sence of

Ni : Shapleigh

Abra : Corbett

Walter Barfoote

This beinge a tru Copy taken out of the originall & Com-  
pared p Peter Weare Re Cor

ffebrau<sup>r</sup> y<sup>e</sup> 3<sup>d</sup>

1668

Know all men by these Prsents that I Mogg  
Hegone of Sacoe River In New England sunn &  
heyre to Walter Higgon Sagamore of the sayd  
River, but now deceased, doe for & in considera-  
tion of a Certen some received by mee, well & truely pd In  
goods by Major Willia<sup>t</sup> Phillips of Sacoe, the receipt w<sup>o</sup>f I  
do acknowledg my selfe being fully satisfyd & payd; haue  
iven granted barganed & sould, & by these psents do  
alliene enfeoffe or confirme vnto the sd Maior William  
Phillips of Sacoe a Tract of Land being bounded with Sacoe  
River on the North . . . . side, & Kenebunke River on the  
South West side, In breadth from the one River [46] to the  
other River aforesd, & In length begining at the sea side, &  
Running vp each River vnto Salmon ffalls In Saco River, &  
as fare vp Kennebunke vntill It bee opposite with the sd  
Salmon ffalls, w<sup>h</sup> ffalls is to bee vnderstood ffalls about  
fueteen Miles vpward from the saw Mills at Sacoe ffalls/  
Hee the sd Phillips to haue & to hould the sd Land with all  
Tymber, Woods, Marshes, & all the growth thereon from  
him his heyres executors administrators & assignes for ever,  
freely & Clearly acquitted exhonorated & discharged from

BOOK II, FOL. 46.


all manner of Morgages sayles Ingagem<sup>ts</sup> or Incomberances  
w<sup>th</sup>soever/ Allsoe I the sd Mogg Hegon do for my selfe, my  
heyres executors or assigns warrant save & keepe harmeless  
the sd Phillips his heyres or assigns from any manner of  
Prson that shall lay Clayme y<sup>e</sup>vnto/ for the trve P<sup>r</sup>formance  
of y<sup>e</sup> Premises I haue this last day of May subscribed my  
hand, & fixed my seale

In y<sup>e</sup> yeare of our Ld 1664 :  
Signed sealed & Delivered In  
the Presence of vs/

John Wakefeild his

Marke 

Mary Wakefeild her

Marke 

Mogg Heigon  
his marke  (his  
seale)

vera Copia of this Deede aboue  
written transcribed out of the  
originall & y<sup>e</sup>with Compared  
this 14<sup>th</sup> day of July 1669 :  
as Attests/ Peter Weare

Re Cor

Thes present I shall witnes that I Georg Cleeue of Casco  
Gen<sup>t</sup> haue given granted barganed & sould & by this p<sup>r</sup>sent  
Doe giue grant sell & Confirmed vnto Thomas Kimbell of  
Charles Towne marchant that my Iland in Casco bay Com<sup>on</sup>-  
only knowne by the name of Hodg Iland togeathar with all  
the timbar standing & growing & pasture & all & singular  
the appertinantes ther vnto belonging for & in Considarations  
of A sartaine sum of money to me in hand paid & also for  
Diuers othar good Causes & Considarations mee tharunto  
moving to him the said Thomas Kimbeell, his Hayers &  
assingnes for euer to haue & to hould all y<sup>e</sup> & singular y<sup>e</sup> sd  
Iland Land & premises vnto him y<sup>e</sup> sd Th: Kimbell his  
heyres & & assinges for euer yelding & paijng all such  
reseruatiounes to the king or Com<sup>on</sup> wealth of England and

Cleeve  
To  
Kimbal

any oathars Conser<sup>n</sup> as is reserued in all grants  
in New England for all searuis and Demands &  
this grant is to be Inrowled according to our  
Conssitutions for the farther Confirmation & sure

BOOK II, FOL. 46, 47.

making of the said Iland and bargained p<sup>r</sup>mises to him & his  
for euer & in Testimony hereof I haue here set my hand &  
seale this 15th of May 1658

Sealed & Deliuered in the

Georg Cleeves

p<sup>r</sup>sence of vs

(seale)

Peyton Cooke

This Deed acknowledged by M<sup>r</sup>

Thomas Greenfield

George Cleeve 12 9<sup>ber</sup> 1662

Ri Bellingham Dep<sup>t</sup> Gov<sup>t</sup>

his marke

*f*

This aboue written being a true Copie  
of A Deed : p Peter Weare Record  
Transcribed out of y<sup>e</sup>  
ororiginall/ & Compared this  
20<sup>a</sup> Jullj 1668

To all Cristian people to whom theis p<sup>r</sup>nts shall come  
Know yee that wee Thomas Kemble of Boston in New Eng-  
land Merchant & Henry Kemble of Boston in New England  
aforsd with the Consent of our wiues Elizabeth Kemble &  
Mary Kemble for & in Consideraçon of the summe of Twenty  
& fiiue pounds to vs in hand paid by M<sup>r</sup> Edward Tinge of  
Boston in New England aforesd Merchant the receite where  
of wee Doe hereby acknowledge & therewith to bee fully  
satisfied contented & paid. Haue bargained sould Aliened  
enfeoffed conveyed Assigned & made over & by theis p<sup>r</sup>nts  
Doe for our selues our heires Executors and Administrators  
bargaine sell alien enfeoffe conuey assigne & make over vnto  
M<sup>r</sup> Edward Tinge aforesaid All our Right Title and intrust  
[47] of in or vnto an Iland lying & beeing scituate in Casco  
Bay in New England aforesaid comonly called & knowne by  
the name of Hogg Iland formerly in the possession of M<sup>r</sup> George  
Cleeues of Casco aforsaid together with all the Iletts there to  
adioyning & belonging as alsoe all woods vnderwoods Timber

& Timber trees & all other the profitts priuiledges Comodities  
 & conueinents to the same belong or in any wise appertening  
 To haue and to hould all the said Hettts and all other the bar-  
 gained premises to him the said Edward Tinge his  
 Kimbale  
 To  
 Tyng  
 heires & Assignes from henceforth for ever And  
 wee the said Thomas Kemble & Henry Kemble  
 Doe for our selues our heires Executors & Adminis-  
 trators Covennte promise and agree to & with the said  
 Edward Ting his heres Executors Administrators & Assignes  
 from all former and othaer Baraines sales Joyntures Dowries  
 Mortgages Titles Treubles allienations & revarçons and  
 Incumbrances what soeuer and that hee the said Edward  
 Tinge his heires Executores Administrators and Assignes shall  
 peaceably and qũtly haue hold occupy possese and Enioy all  
 the afore Demised p'misses and every part . . parcell thereof  
 with all the apotnũts there vnto belonging to his and their  
 sole proper vse and behoofe benefit and aduantage without  
 the lawfull lett Trouble hinderẽ molestation or disturbance of  
 vs the said Thomas Kemble & Henry Kemble or of any other  
 person or persons whatsoever lawfully claiming right or  
 intrest in or vnto the afore bargained premisses or any part,  
 or parcell thereof And lastly wee the said Henry Kemble &  
 Thomas Kembele Doe for our selves our heires Executors  
 and Administrators Couenant promes & agre to & w'h y<sup>e</sup> sd  
 Edward Tyng his heayres Exequitors & administrators &  
 assinges y<sup>t</sup> wee y<sup>e</sup> sd Tho : Kimbell & Henry Kimbell our  
 haiares Execut<sup>rs</sup> & Administrators shall and will att any time  
 hereafter vpon the reasonable request or Demand of him  
 the said Edward Tinge his heires or Assignes giue & make  
 vnto him or them or to any or either of them any other or  
 better assurance of or vnto the Bargained p'mises or to any  
 part thereof as shall bee by men Expeañced in the Lawe  
 adiudged necessary Requisite and Expedie<sup>t</sup> In Witnes wherof  
 and for the performance of all & singular the premises wee  
 the said Thomas Kemble & Henry Kemble Elizabeth Kemble  
 Mary Kemble haue hereunto sett our hands & seales this

Book II, Fol. 47.

24 Day of July in the yeare of our Lord One Thousand six hundred sixty and three/

Thomas Kemble: Elizabeth Kemble: Henry Kemble  
seale (seal) seale (seal) Marey Kemble: O

This writing was acknowledged by the seale O  
flower pties whoes hands & seales are to it to be their Seale  
act & Deed the 9<sup>th</sup> Day of September 1663 before  
me Jo: Endecott Go<sup>d</sup>

The writing vpon the backe sid Thomas Kemble and Elizabeth Kemble Did seale signe and Deli<sup>u</sup> as their act and Deed the bill of sale within written vnto M<sup>r</sup> Edward Ting<sup>e</sup> within me<sup>n</sup>ioned in the p<sup>r</sup>sence of vs the 24<sup>th</sup> of July 1663

Ezekiell Hamling

John Coffen

Jonathan Tyng

Henry Kemble And Mary his wyfe Did seale and Deliuer this wrighting vnto Edward Tyng within mentined as there Atck and Deede this Eaighht of Sep<sup>r</sup> 1663 in the p<sup>r</sup>sents of vs

Edward Mitchellsonn

John Brakenbury

This be my Copied out of the orriginall & Compared y<sup>e</sup> 25 of July 1668 : p Peter Weare Recordar

To all Christian people to hom this p<sup>r</sup>sent Deed of Sale shall com Major William Phillips of Winter harb<sup>r</sup> in the province of Maine in New England in America


W = Phillips  
To  
Edw: Tyng: sendeth Greeting in our Lord God E<sup>t</sup>lasting  
Know yee that the said Major William Phillips

with the vulantry Consent of Bridget his wife for a valuable Considur<sup>e</sup> in mony & other Currant pay in New England to him in hand before the Sealing & Deli<sup>u</sup> here of well & truly paid by Edward Tyng of Boston in the Collony of the Massathusetts in New England ma<sup>r</sup>ant the receipt of .

w<sup>ch</sup> valluable Consideration the said Major William Phillips Doth acknowledg by these p<sup>s</sup>ents & therewith to be fully Satisfied & Contented & thereof Doth acquit & Discharge the said Edward Tyng his heires executors administrat<sup>r</sup> & assignes & every of them for ever by these p<sup>s</sup>ents hath giuen granted bargained sould aliend enfeoffed & confirmed & by these p<sup>s</sup>ents Doth fully clearly & absolutely giue grant bargain sell alien enfeoff & confirm vnto the said Edward Tyng his heires assignes for ever A Tract or Quantity of Land Containing ffifteen hundred Acres lying & being aboue Saco faules in the Province afore said being in bredth vp Saco river One Mile Norwesterly & to run in length into the Maine Land so farr on the said bredth as to make vp the said Quantity or Number [48] of ffifteen hundred Acres & is adjeining to the Land of Eliakim Hutchinson or his assignes with all the Timber trees woods vnder woods Meadows Waters wayes ffishing ffowling Hunting Common of pasture Rights Liberties Proffitts & Hereditaments whatsoever growing arising being Coming issuing in vpon or out of the p<sup>m</sup>isses & eu<sup>y</sup> part or parcell there of or to the same or any part thereof belonging or in any wise apptaining and all the estate right title . . interest use ppriety possession claim & Demand whatsoever of him the said Major William Phillips of ia or to y<sup>e</sup> said bargained p<sup>m</sup>isses or any part there of And all Deeds evidences & wrightinges whatsoever w<sup>ch</sup> concerne the barganed p<sup>m</sup>isses only & coppies of such Deeds Evidncs & writings w<sup>ch</sup> concern y<sup>e</sup> same w<sup>h</sup> other things to haue and to hold the said ffifteen hundred Acres of land lying & being as afore said with all & singuler the Emolum<sup>ts</sup> & appurtenances there of & priuiledges thereto in any wise belonging or apptaining vnto the said Edward Tyng his heires & assignes for euer to the only p<sup>er</sup> vse & behoof of him the said Edward Tyng his heires & assignes for eu<sup>y</sup> and the said Major William Phillips for him selfe his heires executors & administrators Doth Couenant & grant to & with the said Edward Tyng his Heires & assignes by these p<sup>s</sup>ents in Manner & form as followeth

(that is to say) that he the said Major William Phillips at the time of the grant bargain & sale of the p'misses to y<sup>e</sup> said Edward Tyng & vntill the Delib<sup>y</sup> herof vnto the said Edward Tyng to the vse of him his heires & assignes for euer was the true & lawfull owner of the aboue bargained p'misses & that he hath in him selfe full power & lawfull authority the p'misses to grant bargain sell & Confirm as afore said and that the said Edward Tyng his heires & assignes shall & may henceforth for euer lawfully peaceably & quietly haue hold vse possesse Enioy or Dispose of the said bargained p'misses w<sup>th</sup> the appurtenan<sup>cs</sup> thereof free & Cleare & Clearly exonerated acquitted & Discharged or otherwise by the said Maj<sup>r</sup> William Phillips his heires executors & Administrators sufficently saued Defended & kept harmlesse of & from all & all manner of former & other grants gifts bargaines sales assignements Mortgages willes entailes judgm<sup>ts</sup> executions forfeitures seizures jointurs Dowers power & Thirds of the said Bridget his now wif to be claimed or challenged of in or to the same or any part there of & of & from all other Charges Titles detts & Incubrances whatsoever had mad Done comitted or suffered to be had mad Done & Committed by the said Maj<sup>r</sup> William Phillips his heires executors Administrators or any other pson or psons whatsoever claming or p'tending claiming or to claim any estate right title interest claim or Demand whatsoever of in or to the sam or any part thereof from by or vnder him them any or either of them & that the said Maj<sup>r</sup> William Phillips his heires executors & Administrators the said bargained p'misses vnto the said Edward Tyng his heires & assignes Against them selues respectiuey & all & e<sup>ch</sup>y pson & psons whatsoever claiming or to claim any estate right titel or interest of in or to the same or any part thereof from by or vnder him them or either of them shall & will warrant & for euer Defend by these p'sents and that the said Major William Phillips his heires executors administo<sup>rs</sup> vpon reasonable & lawfull Demand shall & will pform & Do or cause to be pformed & Done any such farther

Act & thing whether by way of Acknowledgment of this p'sent Deed or release of Dower in respect of her the said Bridget or in any other kind that shall or may be for the more full completing Confirming & sure making of the said bargained p'misses vnto the said Edward Tyng his heires & assignes for euer according to the true intent here of & according to the Lawes of the Province or Jurisdiction where in the said bargained p'misses lyeth. In Witnesse whereof y<sup>e</sup> said Majo<sup>r</sup> William Phillips hath hearvnto set his hand & seale the Seventh day of March in the yeare of o<sup>r</sup> Lord One Thousand Six hundred Sixty & Seven in the nineteenth yeare of the Raigne of o<sup>r</sup> Soueraigne Lord Charles the Second by the grace of god of England Scotland ffrence & Ireland King Defender of the ffaith Ect :

William  Phillips.

This instrument was acknowledged by William Phillips to be his act & Deed this 9 July 1668 before Jo<sup>n</sup> Leverett

Asf

[49] Receiued of the within named Edward Tyng the sum of ffoarety pounds & is the Consideration for w<sup>h</sup> I the with named William Phillips haue sould the with in mentioned Quantity of ffifteen hundred Acres of Land I say Receued at & before the day & yeare w<sup>h</sup>in written : In witnesse whereof I haue herevnto set my hand the Eight day of March 1667

Signed in the p'sence of

William Phillips

vs Rob Brickendon

William Pearse : s<sup>or</sup>

Signed Sealed & Delibed in the p'sence

of vs Robart Brickendon

William Pearse


This Dede wase transcribed out of the originall & Compared y<sup>e</sup> 28<sup>th</sup> of July 1668 : p Peter Weare Record<sup>r</sup>/

BOOK II, FOL. 49.

Be it known vnto all men by these p'sents that I John Lambe of New London Doe sell vnto Edward Start of Gorgvane in the Prouince of Maine all my Land Meadow & house & all the apurtainan<sup>t</sup>s there vnto belonging situating & liing between William ffreathys Land & Henry Simson

beginning at the Riuer side & soe runing vp to  
Lamb the path that goes from Edward Starts to John  
To  
Start Parkers field And the said Lambe for him selfe  
his heires executers administrators & assignes

Doth engage to the sd Start his heaires executors adminis-  
trators & assigns to make good the saile hearof & to bare  
him harmeles from any that shall Mollest or trouble him in  
any of the premises aforesd whearunto I haue set to my  
hand & seall this seauenth Day of of Jully One thousand six  
hundred & sixty six

The marke  of John Lambe

(seale)

Signed seled and Deliuered in the presents of  
Nicholas ffrost

Jos : Hamond : Sr.

This on the back : sid & this aboue written is A tru

Copy of the orriginall/ p Peter Weare Recor<sup>~</sup>

& Compared 26 of Jully/

1668

This Indenture made the ffowre & twentieth Day of  
November in the Eighteenth yeare of the Raigne of o'  
sohaigne Lord Charles the second by the grace of god of  
England Scotland ffrance & Ireland King Defend<sup>r</sup> of the  
faith &c: Betweene Edward Start of Gorgiañ in the Pro-  
uince of Mayne ffisherman of thone pte & John Card of  
Kittery in the Prouince of Majne Cooper of thother pte  
Witnesseth that the said Edward Start for and in Considera-  
con of the sume of fforty ffine pounds of lawfull pay of New

England in hand before thensealing and deliḡy of these p'sents by the said John Card well & truely paid the recēpt wherof the said Edward Start Doth hereby acknowledg and himselfe to be fully satisfied contented & paid & theareof & of eḡy pte pcell & penny thereof doth acquit Exoñate and discharg the said John Card his heires Executors and Administ<sup>r</sup> and euery of them for eḡ by these p'sents hath granted bargained & sold aliened Enfoeoffed Conveyed released assured Deliḡed & Confirmed and by these p'sents Doth grant bargain & sell alion Enfeoffe Convey release assure Deliḡ and Confirme vnto the said John Card his heires & assignes All that Messuag or tenem<sup>t</sup> scytuat lying & being in Gorgiane aforesaid w<sup>th</sup>in the said Prouince of Mayne togeather w<sup>th</sup> all howses Edifices & buildings to the same belonging & adioyning & all y<sup>t</sup> Tract peece or pcell of vpland & marsh to the same belonging & lying betweene land of William ffreathies of the North side & of Henry Simsons [50] On the south side thereof & Extending it selfe from the Riuer there vp to the foote path that goes from Edward Edward Starts to John Parkeres feild and also all Commons & Coḡon of pasture in the wastes woods & Comanable places And all Trees Woods and Vnderwoods Comons Easem<sup>t</sup> profits Commodities advantages Emolum<sup>t</sup> & hereditam<sup>t</sup> what soeuer to the said Messuege teneam<sup>t</sup> Tract peece or pcell of vpland & marsh belonging or in any wise app-  
Start  
To  
Card  
 tayning & to or with the sam now or heretofore  
 vsed occupied or enioyed as pt pcell or memb<sup>r</sup>  
 thereof or of any part or pcell thereof and also  
 all Deeds wrightings Evidences Escripts &  
 immuni<sup>t</sup> soly concerning the p'misses or any pte or pcel  
 thereof & also all the right title Claime intrust vse possession  
 Reñion Remainder and Demand whatsoeḡ of him the said  
 Edward Start his heires Executors Administ<sup>r</sup> or assignes or  
 any or either of them to haue and to hold the said Messuag  
 or Tenem<sup>t</sup> howses Edifices & buildings the said Tract peece  
 or pcell vpland & marsh the said Trees woods & vnder

woods Comons Easments pffits Commodities Advantages  
 Emolum<sup>ts</sup> hereditam<sup>ts</sup> & app<sup>r</sup>tences whatsoever to the said  
 messuag or Tenem<sup>t</sup> belonging or in any wise appteyning  
 vnto the said John Card his heires & assignes for euer to the  
 sole & only p<sup>er</sup> vse benifit & behoofe of y<sup>e</sup> said John Card  
 his heires & assignes for euer and to and for noe other vse  
 intent or p<sup>ro</sup>pose whatsoever & the said Edward Start for him  
 his heires Executors Admins<sup>rs</sup> & assignes & for all & e<sup>ach</sup>y  
 of them doth Couen<sup>t</sup> p<sup>ro</sup>mise & grant to and w<sup>ith</sup> the said John  
 Card his heires & assignes and to and w<sup>ith</sup> e<sup>ach</sup>y of them by  
 these p<sup>re</sup>sents that hee the said John Card his heires &  
 assignes & e<sup>ach</sup>y of them shall & lawfully may from tyme to  
 time & at all tymes hereaft<sup>r</sup> quiatly & peacably haue hold  
 vse occupy possese & enioy to his thaire owne Pro<sup>u</sup>er vse  
 and behoofe all and singular the before hereby granted and  
 bargained p<sup>ro</sup>misses & euery p<sup>ar</sup>te and p<sup>ar</sup>cell thereof w<sup>ith</sup> the  
 p<sup>ro</sup>tences ffreed acquitted & Discharged or otherwise well &  
 suffitiently saued and kept harmeles of & from all manner of  
 form & other bargaines sales guifts grants rents  
 Leases Joyntures Dowers & titles of Dower of  
 Willmatt now wife of the said Edward Start and  
 of & from all other titles troubles Charges and  
 Incombrances whatsoever heretofore had made  
 committed suffered or done or to be had mad committed  
 suffered or done or to be had mad committed suffered  
 or Done by the said Edward Start his heires Executors  
 administrat<sup>rs</sup> or any or either of them or of or by any  
 other p<sup>er</sup>son or p<sup>er</sup>sons whatsoever lawfully clayming from by or  
 vnder him them or any or either of them And the said  
 Edward Start for him his heires Executors Administ<sup>r</sup> and  
 assignes & for all & e<sup>ach</sup>y of them doth Couen<sup>t</sup> p<sup>ro</sup>misses & grant  
 to and to and w<sup>ith</sup> y<sup>e</sup> said John Ceard his heires & assignes &  
 to & with e<sup>ach</sup>y of them by these p<sup>re</sup>sents that the said p<sup>ro</sup>misses  
 hereby granted bargained & sold or meant men<sup>ti</sup>oned or  
 intended to be granted bargained & sold & e<sup>ach</sup>y p<sup>ar</sup>te & p<sup>ar</sup>cell  
 thereof w<sup>ith</sup> thap<sup>ro</sup>tences against him the said Edward Start

Ed  
 Start  
 To  
 John  
 Card


his heires & assignes against John Lamb his heires & assignes against Roger Gard his heires and assignes and against all and eūy other pson and psons whatso<sup>r</sup> shall and will warrant and for eū Defend by these p'sents the Right and title belonging to the pprieto<sup>r</sup> of the pattent of the p'misses only exepted and foreprized In Wittnes whereof the pties aboue named haue to these p'sent Indentures Interchangably sett their hands and seales the day & yeare first aboue writen//

The marke of


Edward  Start

Sealed and Deliuered, & quiet & peaceable possession & seizen of the lands w<sup>th</sup> in granted was giuen & deliuered by the w<sup>th</sup>in named Edward Start the Twenteth Day of Aprill in the yeare of our Lord god 1667 in name of possion & seizen of all lands & p'mises in the Deed w<sup>th</sup> in writen To haue & to hold vnto the said [51] John Card his heires and ass<sup>~</sup> for eū according to the teno<sup>r</sup> of the Deed w<sup>th</sup> in written in p'sence of

Abra : Corbett

The marke of  Willmat Start: the mark  of Thomas Crockett


This Deede beefore Expresed wase assined p Willmate Start y<sup>e</sup> wife of Edward Start y<sup>e</sup> 21<sup>th</sup> of Nouembar 1668  
Before mee Peter Weare Comis<sup>r</sup>


the marke  of Lewis Banes

This beinge a true Copy taken out of y<sup>e</sup> originall p Peter Weare Re Co

These Presents Do witness that I Samson Anger of york ffisharman w<sup>th</sup> the free consent of my wife Susanna Anger Do giue grant sell Inffeoff & confirme & in the behalfe of

myselfe my wife myne heyres executors administrators &  
 assignes on good Consideration y<sup>v</sup>nto mee mou-  
 Angier inge & more espisalley for six pounds in money  
 To already receued at y<sup>e</sup> Date here of haue giuen  
 Card granted sould Inffeoffed & Conffermed vnto John  
 Ceard now scituat at yorke Cooper his heyers executors  
 administra<sup>r</sup> & assignes a Certaine Tract or Prsell of Meddow  
 land Contayning the quantety of one acre or there abouts  
 bee it more or less lying & beeing aboue the parting vpon  
 the Southwest branch of the Riuer of yorke & on the south-  
 armost side of the Towne Marsh which now m<sup>r</sup> shuball  
 Dumer Minister hath in possession the aforesd acer of Marsh  
 more or lese being bounded with y<sup>e</sup> Towne marsh on the  
 North side & the marsh of m<sup>r</sup> Edward Johnson on the South  
 side therof w<sup>h</sup> marsh was granted mee by the Towne of  
 yorke & I the sd Samson Anger haue had free possession  
 therof about this Twenty yeares by vertue of w<sup>h</sup> grant &  
 possession I Do by these Presents for my selfe hayeres &  
 assignes giue grant aliene & Conferm my soole right titell  
 & In<sup>t</sup>rist of the sd marsh with all the profetts preuillidges  
 immunitys & appurtenances apurtaining thervnto vnto y<sup>e</sup> sd  
 John Ceard his heyers executors administrators & assignes  
 for ever from by or vnder me my heyeres executors adminis-  
 trat<sup>r</sup> & assignes from all Incombaraces troubels & molesta-  
 tion w<sup>h</sup>soeuer in testimony w<sup>r</sup> of I y<sup>e</sup> sd Samson Anger &  
 Susanna my wife haue sett two our hands & seals this 23 day  
 August 1668 beinge y<sup>e</sup> yeare of our Soueraign Ld y<sup>e</sup> King  
 Charles The second

Samson Anger his mark  O

Susanna Anger her mark  seal O

Signed sealed & deliuered in y<sup>e</sup>

Presents of

Edward Rushworth : Nick : Dauis

this being a true Copy taken out of orriginall p Peter  
 Wear recorder Nouem : 20 : 68

[52] Bee it knowne vnto all men p these presents that I Richard ffoxwell of Scarborow alias blacke poynt Doe hearby bind my self to pay vnto Isacke Waker of Boston the full & Just sume of forty fve pownds thirtene shillinges sterling in mannar & forme following vezdet: the full sum of sixteene pownds to bee pd in all Demands p twenty  
 Foxwel Bushells of wheate att 4<sup>s</sup>: 09<sup>d</sup> p Bushell & 50<sup>v</sup>  
 To Bushells of good sound Dry Inden Corne att  
 Waker 3<sup>s</sup>: 06<sup>d</sup> p Bushell & the rest Due to make vp y<sup>e</sup> sume of sixteene pownds which is two pownds ten shillings to bee pd in good marchantabell pease att 4<sup>s</sup> p Bushell And the remayneing p<sup>t</sup> of the sume beeing Twenty Nine pounds Thirtene shillinges to bee pd in good marchantabelle wheate Indean Corne & pease att price abousd att or before the furst Day of January 1669 for true p<sup>r</sup>formance of all and singuler the aboue sayd premisses I Richard ffoxwell Doe heerby bind my selfe my heyers Execut<sup>r</sup> Administrat<sup>r</sup> & Assignes vnto the aforsd Isack Waker his hayers Executors Administra<sup>r</sup> & assings And in pticuler one percell of medow Land or marsh lying on the North syde of Blew poynt Riuer ouer against M<sup>r</sup> Richard ffoxwells now Dwellinge howes the Eastward End of the marsh Joyninge to piggs catt Riuer & the Southward End Joyning to the Mayne Riuer & soe to runn vpp in to the marsh with its full Breadth till the quantety of Ackers bee Accomplished Acording to Apprisall which is 26<sup>s</sup>: 8<sup>d</sup> p Acker to make vp the sume of 45<sup>l</sup>: 13<sup>s</sup> as is Aboue Expressed which marsh soe Bownded I Richard ffoxwell Doe att p<sup>r</sup>sent possese the said Isack Waker with grantinge & Warrantinge the aforsd Marsh to Belonge appurtaeyne & Abyde to him y<sup>e</sup> sd Isack Waker his heyers Executors Administrato<sup>r</sup> & Asignes as his & theyer owne proper Estatte for Euer in Ceas of Non payment of the abousd sume as Exprest In wittnese whereof I Richard ffoxwell haue hearvnto sett my hand & seale the 14 day of Nouembar 1668

Our meaning is that payment is to bee made at Black poynt if the sd Isack require it & that the furst shall bee forborne a month or two after Date :

Richard ffoxwells seal O

Signed sealed and Deliuered in the presents of:

Richard Cowman his mark



Arther Ager his marke



[53] M<sup>r</sup> Richard ffoxwell apeared before mee the 14<sup>th</sup> Day of Janvary 1668 & Ded acknoledg this Instrument aforsd wase his ackt & Deed Brian Pendleton Associate

This beeing a true Copy taken out of the orriginall & Compared p me Peter Weare ReCor  
february : the 2<sup>d</sup> 1668

Memorand<sup>m</sup> That vpon the 14<sup>th</sup> Day of Nouember 1668 possession of the marsh mentined in y<sup>e</sup> within written Instru- ment wase given by M<sup>r</sup> Richard ffoxwell vnto Isack Walker by Daliuery of A Turffe in part of the whole there being present as wittnesses Cristopher Peckett & m<sup>r</sup> Arther Auger Cumisio<sup>r</sup> as Attest vpon oath/

Nathaniell Mastarson the marshall of the County of yorke sheare Attest vpon oath two the aboue sd

Beefore

Peter Weare Cumis<sup>r</sup>

This beeing A true Copy taken out of the originall & Compared february the 2<sup>d</sup> 1668 p Peter Weare Re

These psents do witness that I Richard ffoxwell sen<sup>r</sup> livinge  
in y<sup>e</sup> Towne of Scarborough alis Blew point in  
consideration of y<sup>e</sup> sūme of Twenty pownds which  
Cristopher Pickett is ingeaged to pay or cawse  
to be paid to me the sd Richard my Heyres &  
assignes do engagee y<sup>t</sup> I haue sold vnto y<sup>e</sup> aforesd Cristopher  
and do by these presents grant Alienate & sell vnto him and

Foxwell  
To  
Pickett

BOOK II, FOL. 53, 54.

Confirme with and by y<sup>e</sup> full consent of my sonnes Richard & John Foxwell my sole right and interest of one hundred acres of land viz vpland & meddowe lying betwext y<sup>e</sup> lotts of Jonas Bayly & Cristopher Collines being y<sup>e</sup> solle interest of a certaine lott or tract of land which formerly wase in the possession of Elthin Bailiff the full extent whereof reacheth home to those Lotts of Bailife & Collins his aforsd beinge in bredth forty eight poles by Common estimation be it more or lese y<sup>e</sup> quantity of Meadow beinge bownded by the bredth of y<sup>e</sup> vpland to Continnew the same as low as y<sup>e</sup> Pines and to rune [54] Back into y<sup>e</sup> woods till y<sup>e</sup> full proportion of on hundred acres of vpland & medow be fully compleated Which tract of Land so bounded of y<sup>e</sup> sd Richard Foxwell with y<sup>e</sup> consent of my sonnes do engage my selfe my heires & assinges to warrant make good and dafend against all titles Claimes & pretences of Title whatsoeuer from my self or mine by my procuarment or any other vnto the sd Cristopher Pickett his heires or assinges for ever and I do also giue and grant him free Liberty to fall cutt carry away and make vse of anney Timber growinge or standing vpon my owne Lands neere adjacent to be disposed of for his owne proper vse in buildinge as he shall at any Time have occasion without any lett sute disturbance or molestation In Witnese to w<sup>h</sup> and every of y<sup>e</sup> premisses abouesd I haue hear vnto set to my hand and seale this fift day of February on thousand six hundred sixty three in y<sup>e</sup> sixteenth yeare of ouer Souerraigne Lord y<sup>e</sup> King Charles the seound Signed sealed and daliuered in the (seal)

presence of: Samuell Cheever

Richard ffoxwell

John Howell

Wee whose names are vndar written  
consent to this act and deed above  
specified Witnes our hands.

Richard ffoxwell: John ffoxwell

This Deed or Instrument aboue written wase acknowledged to be the act & ded of m<sup>r</sup> Richard ffoxwell vnto y<sup>e</sup> sd Cristopher Pecket and acknowledged by his sunes Richard & John to bee with thaire Consents this 23<sup>th</sup> of ffebruary 1663: Before me George Munioy assosia<sup>e</sup>

Possession & sezin of y<sup>e</sup> land herin spcified wase giuen in the precens of vs

Samuell Cheever

This deed or Instrument being

John Makshawne

a truely transcribed out of y<sup>e</sup>

ororiginall & Compared this 16

his  marke

of March : 1668 p me Peter Weare Re Cor

[55] Bee itt knowne vnto all men by these presents that I Cristopher Peckett of the Towne of Scarborough for and in Consideration of the sum of Ten pounds by me in hand receued of and from m<sup>r</sup> John Budesert before the signeing heereof the sum of ten pounds more which the said Budesert is to pay vnto mee According to Agrment, haue giuen granted bargained & sold Infeofed & Confermed & Doe heerby giue grant Bargaine & sell Infeofe and conferme vnto the sd M<sup>r</sup> John Budesert all & euery part & parcell of that tract of land mentined in the In written Instrument y<sup>t</sup> I bought of M<sup>r</sup> Richard ffoxwell with the Consent of his two sunnes as in & by the sd Instrument doth fully and at large Apppeare giueing & granted the Afordd tract of land with all profittes preuillidges & Appurtenances therevnto belonging to remaine Continue & Abide vnto the proper vse Benifitt & behoofe of the sayd M<sup>r</sup> John Budesert his heyres Executors Administrat<sup>rs</sup> & Assinges as his & thayer proper Estate from the Day of the date hearof for euer without any Inteevption Molestation of daniall of mee the sayd Cristopher Pickett my Hayers Executors Administrat<sup>rs</sup> or assinges or any other person or persons whatsoever In witnesse whearof I haue

Picket  
To  
Budesert

heavnto sett my hand & seale the 13<sup>th</sup> Day of Nouembar  
1668

Signed sealed & dđ

Cristopher Peckett (seale)

in the presents of

The marke of *R* Roger Vickars

the marke of *R* Richard Barson

Possession of the premisses Abouesd wase made & daliuered  
p Cristopher Picket vnto M<sup>r</sup> John Budesert p twigg & Turfe  
the 10<sup>th</sup> of Nouembar 1668

In the presents of

This aboue written writinge or

Isaacke Waker

or bill of saile wase acknowledg

Nathaniell Mastarson

by Cristopher Peckett to bee

This deed or bill of sale

his act and dēd vnto M<sup>r</sup> John

aboue writen is a true

Budesert this 29<sup>th</sup> day of Nouemb<sup>r</sup>

Copey transcribed out

Before me ffrancis Neale 1668

of the originall & Com-

Associatte .

pared p me Peter Weare Re Cor

Nouembar the 16 : 1668

69

[56] Att a Generall Covrt held at Boston 13<sup>th</sup> of Octo<sup>b</sup>  
1668

This covrt considaring how mush it Concernes them for  
the dve caŕainge an End this goverment lateley seteled in  
york sheare soe as the Lawes of this Jurisdiction bee dlv

Execvted amongst them & the peopell religiovsly

Massachusetts's

Comission

To

Pendleton,  
Waldeine, Cutt,  
Styleman, &  
Frost

Gouerned for the strengthen therefore the hands  
of those that are alredy in place jvdge meet to  
appoynt and Athorize major Brean Pendelton:  
Cap<sup>t</sup> Richard Waldeine M<sup>r</sup> John Cutt Elias Stil-  
man & Cap<sup>t</sup> Charles ffrost and every one of them

Impowaring them w<sup>h</sup> Magistraticall power out of Covrt  
times to Act as any Magistra<sup>t</sup> may doe & to keepe Covrt  
there with the Associats

That this is A true Copie taken out of y<sup>e</sup> Courts Records  
Attest Edward Rawson Secre<sup>t</sup>

This beeinge A true Copie taken out of the order to me  
directed : & Compared this 26 day of March : 1669 Peter  
Weare Reco<sup>r</sup>

[57] Know all men by these p<sup>r</sup>sents that wee John Rid-  
man of Hamton in the County of Norfolke blacksmeth &  
Richard Knight of Boston in the County of Souffolke weauer  
for & in Consideration of a valueable some of mony payd to  
vs in hand before y<sup>e</sup> sealinge hereof p Peter Lewis of the  
Iles of Shoules & for other good Causes & Con-  
siderations vs Hearvnto moveing haue granted  
Redman & Knights To Lewis Bargained sould and Confermed and by these  
p<sup>r</sup>sents doe giue Grant bargain Alljnatt In-  
foefee and Confirme vnto the said Peter Lewis  
his Heyres & Assinges all our Right tittell and Intrust vppon  
Smuttie nose Iland att the Iles of Shoules as is heareafter  
mentjned Vez on & fishing Stage and moreing place & flakes  
to drj fish vppon the which wase formerly the House Stage  
& ptanances of Mathew Gilles of Oyster Riuer the sd House  
stage moreing plac and flakes with all priuieledges & Appurt-  
tinaces thereof being sittuate vpon that Part of the Iles of  
Sholes Comonly Called Smuttinose Iland wee doe p these  
psents giue Grante Bargaine and sell vnto the sd Peter Lewis  
to Haue And to Hould the sd house stage & Ap<sup>r</sup>nases to him  
the sd Peter Lewis his Heyeres & Assignes for euer without  
the Lett denjall or Inte<sup>r</sup>uption of vs the sd John Ridman  
Sen<sup>r</sup> or Richard Knight our Heires Exequeto<sup>m</sup> or adminis-  
tra<sup>m</sup> or any other pson or psons laying any lawfull Claime  
therevnto by from or vnder vs or either of vs and for the  
Confermation hereof wee y<sup>e</sup> sd John Ridman Sen<sup>r</sup> & Richard  
Knight haue herevnto sett o<sup>r</sup> hands & Seales this 30 of  
Nouemb<sup>r</sup> on Thousand six hundred & sixty Eight

BOOK II, Fol. 57.

Signed sealed & daliuered  
in the p'sents of vs  
Hannah Dolton  
Samuell Dolton Sen<sup>r</sup>

John Ridman his (seal)  
Richard Knights

*R* marke & seale (seal)

John Ridman Seno<sup>r</sup> and Richard Knight Acknowledged  
this Insrument to be thejr act and Deede this 30: 9 mo:  
1668 Before me Samuell Dolton Comisso<sup>r</sup>

This aboue written is A true Coppy Transcribed out of y<sup>e</sup>  
orriginnall this 16 of June 1669 & Compared

p Peter Weare Re Cor


This Indenture made the fforth day of June in the Twen-  
tieth yeare of the Raigne of our So<sup>u</sup>aigne Lord Charles the  
second by the grace of God of England Scotland ffrance  
and Ireland King defender of the faith &c Between John  
Symonds of Kittery in the Province of Mayne planter of  
thone pte and John More of Iles of shoules ffisherman of  
thoother pte Wittneseth that the said John Sy-  
monds for and In Considera<sup>o</sup>n of the sume of  
Nineteene pounds of Lawfull pay of New Eng-  
land in hand before then sealing and d deliuey  
of these p'sents well and truly paid by the said John More  
the rec<sup>e</sup>pt whereof the said John Symonds doth hereby  
acknowledge and himselfe to be satisfied Contented & paid  
and there of and of euery pte pcell and peny thereof Doth  
acquit Exonate and discharge the sd John More his Heirs  
Executors and Administrat<sup>rs</sup> and Any of them for euer by  
these p'sents Hath giuen giuen granted barganed and sould  
Aliened Enffeffed and Confirmed and by these p'sents doth  
grant All that tract peece or pcell of Land scytuate lying &  
being in Kittary afore sd in the sd Province at a place there  
Called the great Coue abutting vpon the sea there w<sup>h</sup> y<sup>e</sup>  
Tract of Land of Andrew Newcombe on the Est and of  
Daniell Paull on the west sides there which sd Tract of land

Symonds  
To  
Moore

doth Conteyne by Estimation Twenty Acres be it more or lesse and was granted by Towne grant and laid out and marked p the Townes men of Kittery aforesd And alsoe all waies pathes passages Trees woods vnderwoods Comon Esements pffits Commodities Advantages Emolum<sup>a</sup> hereditam<sup>a</sup> and appurtiñces whatsoeuer to the sd tract pece or pcell of Land belonging or in any wise appartayning To haue and to hold the sd Tract pēce or pcell of land and Euerj pt and pcell thereof vnto the sd John More his Heires and Assinges for eū to & for the sole & only pper vse benefitt & behoofe of the sd John More his Heirs & assignes for eū & to and for noe other vse intent or p<sup>r</sup>pose whatsoeū And the sd John Simonds for him his Heyers Exequetors Administ<sup>r</sup> & assignes & for all & Euery of them doth Couen<sup>ta</sup> p<sup>r</sup>mise & grant to & w<sup>th</sup> the sd John More his Heyres & Assignes & to & with Euery of them by these p<sup>r</sup>sents that by the sd John More his Heyrs & assignes & euery of them shall & lawfully [58] May from tyme to tyme and at all Tymes for euer hereafter quietly and peaceably haue hould vse Occupy possesse & enioy to his & theire owne pper vse and behoofe all & singular the sd p<sup>r</sup>misses w<sup>th</sup> theire and euery of theire app<sup>r</sup>tences before hereby giuen granted bargained and sold or hereby ment menconed or intended to be hereby giuen granted bargained and sold freed acquitted & discharged or otherwise well & suffisiently saued and kept harmeles of and from all . & all manar of former & other bargaines sales gifts Grants Leases Joynetures dowers & title of Dower of Wilthines now wife of the sd John Symonds and of and from all other title trubles Chergis & Incumbrancis whatsoeū heretofore had made Committed suffered or dune by the sd John Symonds his heires Executo<sup>r</sup> Administrat<sup>r</sup> or Assignes or any or either of them or of or by any other pson or psons whatsoeū lawfully clayming from by or vnder him them or any or either of them And the sd John Symonds the sd p<sup>r</sup>misses & euery pt & pcell thereof w<sup>th</sup> the Apvrttenançs against him William his wife his heires Executors Administrat<sup>r</sup> &

BOOK II, FOL. 58.

assignes & against all & euery other psons whatsoever shall  
& will warant and foreſe defend by theſe preſents the right &  
title belonging to the proprieto<sup>r</sup> of the pattent of y<sup>e</sup> preſmiſſes  
only Excepted & fore prized In wittnes whereof the pties  
aboue named to theſe preſent Indentures InterChangably  
haue ſett theire hands & ſeales the day & yeare firſt aboue  
written

The marke <sup>scale</sup>   
of John ~~≠~~ Symonds

Sealed & daliuered & the words  
(John Symonds the ſaid) was ſoe  
Interlined at the tyme of then  
ſealing & deluery hereof in the  
preſents of: Abra: Corbett/

Henry ~~≠~~ Buge ſigned

Poſſeſſion giuen by John Symonds  
vnto John More in the preſents  
of William Pucke Gilbord  
Moudge & William Sleling &  
Stephen Robinson/

Portsm<sup>o</sup> y<sup>e</sup> 7<sup>th</sup> June 1669 John  
Symonds acknowledged this  
Inſtrument to bee his free act  
& Deede & Welthin his wife  
rendured vp all her right of  
Dowry & thirds att y<sup>e</sup> ſame  
time: before me Elias Stilman  
Comis<sup>r</sup>

This being A true Coppy Transcribed out of the orriginall:  
& Compared this 15 of June 1669 p Peter Weare Re Cor

This p<sup>nt</sup>s teſtifie that whereas Cap<sup>t</sup> James Pendleton of  
Portsmouth in Paſcataquay Riuer Marchant by his Deed  
vnder his hand and ſeale bearing date the Eleuenth day of  
July laſt for y<sup>e</sup> Conſideration therein mentined did Bargaine

and sell vnto vs John Winsland and Edward Bennet of Kittery in Pascataqvay Riuer fiftie Acres of Land scittuate in Spruce Creeke in the Towne shipp of Kittary afore sd being halfe the bredadth of One Hundred Acres of Land which

Winsland  
& Bennett  
To  
Moore


Cap<sup>t</sup> Brian Pendleton, and John ffaber bought of Francis Morgan and Sarah his wife as by the sd Deed due rela<sup>co</sup>nn being had more at larg appear<sup>e</sup>th Now know yea that wee John Winsland and Edward Bennet of the Iole of Shoales ffisharmen for and In Consideration of One Hundered pounds in hand to vs paid by John More of Stare Island in the Ieles of Shales Jun<sup>r</sup> before the ensealing here of the rece<sup>p</sup>t whereof wee doe hereby acknowledg and doe for vs and either of our heirs Executors & Administrators for euer fullie acquit & dischearg him the said John More his Heyres Executors Administrators & Assignes of Euery part and parcell there of Doe bargaine sell alieane assigne & set ouer vnto him the sd Moore & to his Hayers Executors Administra<sup>m</sup> or assignes all our right title and Interest in & to the said ffiftje Acres of land with A fframe of a House vppon the said Land scittuate in Spruce Creeke afore said being halfe the bredth of One Acres of Land alonge by the Creek side and soe backwards the same breadth vntell the said ffifje Acres of land bee accomplished scittuate and lyeing beetwene the land of M<sup>r</sup> John Cutt and the land of M<sup>r</sup> John ffabes togeather w<sup>th</sup> all the priuiledges and appurtinances there vnto belongIng or apurtaining To haue and to hould the sd fif ffiftye Acres of land with the fframe of a house there vppon to him the sd John Moore his Heires Executo<sup>m</sup> Administrators or Assignes for euer and the said John Winsland and Edward Bennet for them selues & Either of them and Either of thayer Hejres Executors and Administrators and for euery of them doth couenant and promise to and with the said John Moore his Heires Executors Administrators and Assignes & every of them that at present and before thenseallinge hearof hee and they stand siezed and possesed of the land and fframe in a good estate of fee

Book II, Fol. 58-61.

simpelle and further the said John Winsland & the sd Edward [59] Bennet for themselues and Either of them and for either of theire Heyres Executors and Administrators and for euery of them doth Couenant and promise to and with the said John Moore his Hejrs Executors and Administrators or Asignes and euery of them to defend the title thereof vnto him the said John Moore his Heyres Executors Administrators or Asignes against all persons whatsoever (The Pattentees only exepcted In wittnes whereof the said John Winsland and Edward Bennet haue hearvnto set thire hands and seales Dated in Portsmouth in Puscataqvay Riuier this fifth day of November Anno Domjni On Thovsaud six hundred sixty and eight and in the Twentjeth yeare of the Raigne of our Souerajgne Lord Charles the second King of England Scotland ffrence and Ireland defender of the faith &c

John Winsland (seal)

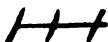
Signed sealed and deliuered,

his marke 

in pnce of vs with the words

Edward Bennet (seal)

bee accomplished in the 13<sup>th</sup> line

his marke 

Interlined w<sup>th</sup> the words (with

the frame of A house therevpon

in the 15 line interlined/

James Pendleton/

Marry Stilman/

& Rich : Stilman/

Portsmo y<sup>e</sup> 2<sup>d</sup> of June 1669 Jn<sup>o</sup> Winsland

& Edward Bennet acknowledged this Instrument

to be thejir free actt & deede before me

Elias Stilman Comis<sup>r</sup>

This being A true Coppy transcribed out of the orriginall  
& Compared this 15 daj of June 1669

p Peter Weare Re Cor

[Fol. 60 and 61, none.]

[62] Joseph Couch sonne of William Couch in the County of Cornwell by Indenture vnder his hand and seale wase bound the Twenty day of March 1662 in the ffifteenth yeare of King Charles the Second his Raigne over England &c to John Bray late of Plimouth in the County of Devin shippwright and Johane his wife to serue him till his ffirst & next Arrivell in any port or place in New England and after for and duaring the Tearn of Seavin yeares thence next Imedietely following and fully to bee Cumpleated and Ended the Servant to serve him his Executors and Assignes in such Service and Imployment as hee or they shall there Employ him according to the Custome of that Cuntry the seruant to haue his passage paid for alsoe meate drinke Apparell Lodging with other neseries conveniences during the Terme & that in Sicknes as well as in health and to bee taught the Trad of a Shippwright by the said John or Johane and the Sarvivo<sup>r</sup> of them or Caused to bee Taught &c and  
 Couch to have Three Suits of Apparell booth woolen  
 bound and lynnenn thorought in thend of the term one  
 To Bray good Seuite for Sabbath dayes and the other  
 Two for workin dayes and on good Suite of Tooles fitt for a  
 Shippwrights vse One of a Sort according to Custom

Signed and sealed by the said Joseph and Johane in the p'sents of thabovesaid William Couch and Arthur Skinner :

I edward Hooper Notary Publique in the Towne of Plymouth within the Kingdome of England by Lawfull Athority Constituted Admitted and sworne doe Certify that the aboue written is the effect of Joseph Couches Indenture of Apprentishipp which I find Entared word for word in the Regester or no t Booke of M<sup>r</sup> Arthur Skinner late of Plimouth a Publique writer or scrivener decesed In which Booke hee kept an abstract of shuch wrightinges as hee made And I verry beleue that the same is a Reall treuth and that the Indenture was sealed as aforesd In Testimony whereof I the Notary hae hearvnto not onley subscribed my vsaull firme

BOOK II, FOL. 62, 63.

butt sett my Seale of office the 15 day of March Anno Dom̃  
1668

Edward Hooper

This beinge A true Coppy Transcribed (seal) notrj  
out of y<sup>e</sup> orriginall & Compared this 16<sup>th</sup> of June 1669  
p Peter Weare Re Cor

[63] Whearas I Roger Spencer of Boston weare possessor & propriator of diuers Tracts of land w<sup>h</sup>in & about the Towne & bownds of Sacoe w<sup>h</sup> Lands weare granted vnto me parte of them p the Townes men of Sacoe with Prluiledges of Cutting timber on the lands belonging vnto the said Towne of Sacoe and other lands I bought of Indjans three miles broad on ech syd of Sacoe Riuer & three miles in Lenght on the said Riuer together w<sup>h</sup> the Tymber vpon the said Land aforesd ethar standing or fallen with all other priuiledges therevnto belonging & being and of on half parte of A Saw mile Situate vpon the South west syd of Sacoe River nere vnto the greate fales the other half Part of the aforesd Saw mill belonges vnto Mr Robert Jordan And whearas I djd sell vnto Thomas Savage Sen<sup>r</sup> one quarter part of the abouesd Sawe mill with all her Appurtenances & priuiledges as p an Instrument bearing date the Twenty & ejght day of January on Thousand six hundred fitye and nine more fully appeareth Now know all men p these p<sup>r</sup>sents that I Roger Spencer aforesaid for & In Considara-tion of On hundred & Twenty pounds to me alredy paid & whereof I doe Acknowledg my self to be satisfied, haue given granted bargained & sould enfeofed & Confirmed vnto Cap<sup>t</sup> Thomas Savage of Boston the other quarter part of y<sup>e</sup> sd Sawe mill w<sup>h</sup> all the Trofes wheels houses water & watter Corses & all other apurtenances & priuiledges any wayes being or belonging vnto the Afore said quarter part of the sd Saw mill last

Spencer  
To  
Savage

before mentined And alsoe all the Land aboue mentined  
 which I bought & w<sup>h</sup> was any wayes giuen vnto me p Indians  
 or by the Towne or Townsmen of Sacoe w<sup>h</sup> all my right of  
 Cutting of wood or Tymber any wajes belonging vnto mee  
 in or about the Towne of Sacoe or Sacoe Riuer To haue &  
 to howld the said quarter pt of the said Saw mill w<sup>h</sup> all her  
 priuiledges & apurtinaces & also the Land on both syds of  
 the sd Riuer Containing thre miles in Lenght on the Riuer  
 & Thre miles brod on ech syd of sd Riuer w<sup>h</sup> Containes six  
 broad both sydes being considdered vnited vnto him the said  
 Thomas Savage his hejres Executors & Assinges for euer  
 vnto him & thejre proper Vse & behofe to be by them dis-  
 posed of as they pleas w<sup>h</sup> warantie of all the afor saide  
 p<sup>r</sup>mises against any titell Claime & Interest from any man by  
 him and them paseably to be Injoyed for euer in Witness  
 hear of I haue hearevnto set to my hand & seale this Twenty  
 six day of May on thousand six hundred sixtie & njne

Signed sealed & daliuered & the Roger Spencer Seale O

word (that) wase here Interlined

before signed & Sealeing in the p<sup>r</sup>sents

of vs W<sup>m</sup> Davis

Benj<sup>a</sup> : Davis

May the 28<sup>th</sup> 1669

Roger Spencer appeared before me vnder  
 written & acknowledged this Instrument  
 to be his act & deed : Hereby relinqvish-  
 ing & resigned vp all his Interest in y<sup>a</sup>  
 p<sup>r</sup>mises to Cap<sup>t</sup> Tho : Savadge of Boston.

Before me John Pynchon Asist<sup>t</sup>

This Beinge a true Coppy transcribed out of the orridgi-  
 nall & Cumpared this 17<sup>th</sup> day of Jvne 1669

p Peter Weare ReCor

[64] This Indenture made the Three and Twentieth day  
 of Octobar in the Eighteenth yeare of the Raigne of our  
 soueerigne Lord Charles the second by the grace of god of

England Scotland ffance and Ireland King defender of the  
 faith &c Betwene John Card of Kittary in the Prouince of  
 Mayne Cooper of thone pte and Michaell Cowes of Coment-  
 inhead in the County of devon ffisherman of thother pte  
 Whereas George Best of Lower Gabwell in the pish of  
 Comentinehead in the sayd County of Devon by his deede  
 of Assignment did assigne and sett of vnto the said John  
 Ceard all that Messuage or Tenem<sup>t</sup> scytuat Lying and being  
 in Lower Gabwell in the pish of Comentinhead  
 aforesd in the sd County of Deven now in the  
 Occupaçon of Mickhell Cowes thelder father of  
 the said Mickhell Cowes w<sup>h</sup> he the said George  
 Best tooke a Lease of from M<sup>r</sup> Avent & M<sup>r</sup> Gilden for the  
 Terme of fflower scor and nineteene yeares if George Best  
 the younger John Best and one X the Daftē of the said  
 George Best thelder or any or either of them should soe long  
 happen to liue Now this Indenture wittnesseth that the sd  
 John Ceard for and in Considaratjon of the sume of Thre  
 score and Tenn pownds of Lawfull pay of New England in  
 hand paid or secured to be paid by the sd Mickhell Cowes  
 and diuers other good Causes and Considarations him the  
 said John Ceard espiesally moueing Hath granted bargained  
 & sold assigned & sett of and by these psents doth Grant  
 bargain & sell assigne and sett of vnto the sd Mickhell  
 Cowes his Executors Adminst<sup>r</sup> an assigns the sd Messuage  
 or Tenem<sup>t</sup> and all houses Ediffices and buildinge Barns Stables  
 Outowses Gardens Orchards Closes or Incloseuars of medow  
 pastewars or Errable land and all Tres woods and vnderwoods  
 Coñons pffits Easem<sup>t</sup> Comodities Aduantages Emolum<sup>t</sup> her-  
 editam<sup>t</sup> and app<sup>t</sup>ences what soe to the sd Messuage or  
 Tenem<sup>t</sup> or in any wise appteyning & also all the Right title  
 vse intrist possession Clayme and demand whatsoe of him  
 the sd John Ceard of in and vnto the sd p<sup>r</sup>mises and of in &  
 vnto eñy pte and pcell thereof w<sup>h</sup> the sd John Ceard holdeth  
 by force & vertue of the receited Indenture of Lease or  
 othwise howsoe. To haue and to hold all & singular the

Chard  
 To  
 • Cowes

said Message or Tenem<sup>t</sup> Howses Edifices & buildings Gardens Orchards Closes & Inclosures of Meadow pasture and errable Land & aso all Trees woods & vnderwoods Comons Easments pffits & Aduantages Emolum<sup>u</sup> hereditam<sup>u</sup> and app<sup>t</sup>ences what soe<sup>u</sup> and allsoe all the right title Clayme intrest vse Possession Clayme and demand whatsoe<sup>u</sup> of him the said John Ceard his Executors Administra<sup>r</sup> or assignes from the day of the date hereof for and during all the rest residue and remainder of the terme of fflowere score and Nineteene years in the said recited Indenture of Lease men<sup>o</sup>ed & w<sup>h</sup> are therin yet to Come and vnexpired if the said George Best the younger and John Best or either of them shall soe long liue yeilding paying doing & pforming all such rents Duties customes & Seruices as are Due and of right accustomed And the said John Ceard for him his Heyers Executors Administrators and ass<sup>nd</sup> and for all & eu<sup>y</sup> of them doth Couen<sup>t</sup> pmise and grant to and w<sup>h</sup> the said Michael Cowes his Executors Administrators & assignes & to & with eu<sup>y</sup> of them by these p<sup>s</sup>ents that he the sd Michael Cowes his Executors Administrators and assignes and euery of them shall and Lawfully may from tyme to tyme and at all tymes hereafter paying the rents and pforming all & euery of the Couena<sup>t</sup> and agreem<sup>u</sup> in the said receited Indenture of Lease men<sup>o</sup>ed and reserued shall and lawfully may from tyme to tyme and at all tymes for e<sup>u</sup> hearafter Lawfully peaceably and quietly haue hold vse occupy possesse and enioy the said Messuage or Tenem<sup>t</sup> howses Edifices and buildings and all and singuler other the p<sup>m</sup>ises with theirre and euery of their app<sup>t</sup>en<sup>ces</sup> in the recited Indenture of Lease granted or mentioned to be granted & for the terme of yeares in the sd Indenture of Lease yett to come and vnexpired as aforesd w<sup>h</sup>out the Lawfull lett trouble evic<sup>o</sup>n Eiec<sup>o</sup>n Molesta<sup>o</sup>n incombrance or demand what soe<sup>u</sup> of him the sd John Ceard his Executors Administrators or ass<sup>nd</sup> or any or either of them or of or by the said George Best thelder George Best the younger John Best or any other of


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them or of or by any other pson or psones whatsoever Lawfully  
clayming from by or vnder him them or any or either of them  
In Wittnes whereof the pties aboue named to these p'sents  
Indentures Interchaingably haue sett thejre hands and seales  
and seales the day & yeare first aboue written


Sealed and deliued

The marke of John (Seal)


in the p'sents of

Ceard 

Abraham Corbett

Icabod  Rowling

his marke

Samuell  Rawling

[65] This deede before written wase Acknowledged to  
bee the free Act & deede of John Ceard & Mary Ceard his  
wife this 27<sup>th</sup> of June 1669 :

Before me Peter Weare Cumisino<sup>r</sup>

This being A true Coppy taken out of the orridginall &  
Compared this 27 day of June 1669

p Peter Weare Re Cor

To all people to whome this present deeds of sale shall  
Come major William Philips of Winter Harbower in yorke  
sheare other wise the Prouince of Majne in the Collonj of  
the Massachusits in New England in Amarica sendeth greet-  
ing in our Lord god Euerlasting Know yee that the sayd  
William Phillips with the free & voluntary Consent of Brid-  
get his wife for a valiable Consideration by the gvejing vp  
one bill due from me the su<sup>m</sup> of ffty pounds fowre shillings  
ten pence Euer sjnce the fowerth of March sixteene hvndred  
fify & six as also for reasigneing of the remaj<sup>r</sup>  
W. Phillips of on bill for A debt of one hundred & seven  
To pounds sterljng due from John Hathorne which  
Jn<sup>r</sup> Leveret was Assigned by mee the twelft day of March on  
Thousand six hundred sixty six for a debt due from mee by

Booke vpon the makejng vp of account the ejght day of December sixteene hvndred fifty fue the just su<sup>m</sup> of fourty pounds seuteene shillings & twoe pence the hole being ninety one pounds twoe shillings besjdes the forbearance of the sd su<sup>m</sup> for more then Thirteene years Comes to one hundred pownds more soe that the hole Consideration is on hundred & Njnety pounds to him in hand before the sealejng & deliuary hereof well & truly payde by Major Genrall John Leverett of Boston in New England in y<sup>e</sup> Cownty of soffolke in the aforesd Colloney of the Mesachusits in New England Mercht the receipt which valliabl<sup>t</sup> Considerat<sup>n</sup> the said William Phillips doth acknowledg by these p<sup>r</sup>sents & therewith be ffvly satisfjed & Contented & thereof doth acquit & discharge the said John Leveritt his heyres Executors Administrators & assignes & euery of them for euer by these p<sup>r</sup>sents Hath giuen granted bargajned sould alljenid Enffefed And Confirmed & by these p<sup>r</sup>sents doth ffvly clearly & absolutely giue grante bargajne sell Alien enffeofoe & Confirme to the sd John Levertt his heyres & Assinges for euer a tract or quantety of Land Contayning three square English myles lyeing & being aboue Sacoe faules in the County or Prouince aforesaid being vpon a straight lyne by the sd Riuer three English myles north westardley & to Rvn vp the mayne land so faer the full brēdth three English myels so as that it may be three English myels & is bvtting on the saide Sacoe river Easterly & on the land & on the land of the sd William Phillips Northerly & by y<sup>e</sup> land of of the sd William Phillips westarly & is bownded by the land Richard Russells Southerly with all y<sup>e</sup> Tymber trees woods vnder woods meadows waters wayes ffishing ffowleing hunting Comon of pastver rights libertyes profetts & hereditam<sup>u</sup> whatsoever groweing arisejng being Comejng Issoveing in vpon or out of the premisses & euery pt & pcell thereof or to the same or any pt thereof belonging or any maner of wise apartajneing together with priuiledg of A Landing place below the ffawles vpon the sd Riuer where a vessell may

floate to loade & for the building of a warehouse & lajeing of  
 Lvmber what the sd Leuerett his Heyers Administrat<sup>r</sup> or  
 assigns shall haue occation for & all the estate right title  
 Interest vse property possession Clajme & demand whatsoeſ  
 of him the said William Phillips of or to the sayd barganid  
 p'misses or any pt thereof and all deeds euidences & wright-  
 ings whatsoeſ Concerne the sayd barganed premisses only &  
 Coppijes of such deedes Evidences evidences & wrightjngs  
 w<sup>h</sup> Concerne the same with other things To haue and to  
 hovld the sayd Three myles square of land lyeing & being  
 butting & bownded as aforesd together with the Landing place  
 below the ffawles with all the sjnguler the Emoloments &  
 aportenances ther of & preueledges thereto in any wise  
 belonging or appertajneing vnto the sd John Leuerett his  
 Heyers & Assignes for eſ And the sd William Phillips for  
 himself his Heyers Executors Administrat<sup>r</sup> doth Covenant &  
 grant to & with the sayd John Leverett his heyers & assignes  
 by these p'sents in manner & form following That he the sd  
 William Phillips at the tyme of the grant bargain & sale of  
 the p'mises vnto the sayd John Leverett & vntill [66] The  
 deliuary hereof vnto the sayd John Leuerett to the vse of  
 him his heyers & assignes for eſ was the true & Lawfull  
 owner & propreyeto<sup>r</sup> of the aboue bargajned p'misses & that  
 he hath in himself full power & Lawfull avthority the prem-  
 ises to grant bargain sell & Confirme as aforesaide and that  
 y<sup>e</sup> sayd John Leuerett his Heyres & Assignes shall and may  
 hence forth for eſ Lawfully peaceably & quyetyly haue hould  
 vse posses enjoy & dusepose of the sayd barganed p'mises  
 with the apurtynances thereof free & Cleare & Clearely  
 exon'ated acquitted & discharged or otherwise at all tymes  
 by the sayde William Phillips his heyres Executors &  
 Adminjstrat<sup>r</sup> sufficiently saued defended & kept Harmeless  
 vnto the sayd John Leuerett his Hayres & Assignes of and  
 from all manner of former & other gifts grants bargains

sayles leases assignm<sup>ts</sup> mortgages wills entayles Judgments Executions fforfetorers seicuers Joynters power & Thirds of Bridget his now wife to be Claimed or Challenged of in or to the same or any pt thereof & of & from all other title Charges acts & Incumbrances w<sup>h</sup>soever had made done comited or suffered to be made committed or don p y<sup>e</sup> sd William Phillips his heyers Exec<sup>rs</sup> administ<sup>rs</sup> or any other pson & psons whatsoever lawfully Clajmjng or p<sup>r</sup>tending to haue any estate right title Intrest claime or demand w<sup>h</sup>soever of in or to y<sup>e</sup> same or any pt there of; from by or vnder him them or either of them And that the sayd William Phillips his Heyres Executors & Administrat<sup>rs</sup> the sayde bargained p<sup>r</sup>misses vnto the sd John Leverett his Heyres

<p>W<sup>m</sup> Phillips To Jn<sup>s</sup> Leverett</p>	<p>&amp; assignes against them selues respectiuely &amp; all &amp; euery person &amp; persons whatsoever Clajme- ing or to Clajme any estate right title interest vse property Claime or damand what soeuer of in or to the same or any pt therof from by or vnder him them or any or eyther of them shall &amp; will warrant &amp; euer defend by these p<sup>r</sup>sents &amp; that the sayd W<sup>m</sup> Phillips his Heyres Executors Administrat<sup>rs</sup> vpon resonable &amp; Lawfull demand shall &amp; will performe &amp; doe &amp; Cavse to be performed &amp; done any such fforther act &amp; thing whatsoever whether by way of acknowleg- ment of this present deed or release of dower in respect of hir the sd Bridgett or in any other Kinde that shall or may be for the more full Cumpleating Confermeing &amp; sver make- ing of the sd bargajned p<sup>r</sup>misses vnto the sayd John Leuerett his Heyres &amp; Assignes for e<sup>n</sup> according to the true intent hæreof &amp; according to the Lawes of the COUNTRY or Prouince or Jvrisdiction wherin the saide barganied p<sup>r</sup>misses lyeth in Wittnesse whereof the sayd William Phillips hath here vnto set his hand &amp; seale the seuenth day of May in the yeare of our Lord God on Thousand six hundred sixty nine &amp; in the one &amp; Twentieth yeare of the Raigne [67] of our Soueraigne</p>
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Lord Charles the second by the grace of God of Engld  
Scotland ffraunce & Ireland King defendo<sup>r</sup> of the faith &c.

This deede was acknowledged William Phillips (seal)

by Majer William Phillips

May the 7<sup>th</sup> 1669 before

Edward Tyng assist/

Sygned

Sealed and deliuered in the

p<sup>r</sup>sents of vs the words or eyther

betwene the 7<sup>th</sup> & 6<sup>th</sup> lyne or act

betwene the 5<sup>th</sup> & 6<sup>th</sup> & six hundred

betwene the 2<sup>d</sup> & thjrd lyne frō

the bottom Interlyned before sealejng

William Paddy/

Nathaniell Hubbert.

This being A true Coppy Transcribed from the orridginall  
& therwith Cumpared the 31 of May 1669

p Peter Weare Re Cor —

Know all men by these Presents that I Nicholas Shapleigh  
of Kittery in the province of Mayn M<sup>c</sup>chant am  
Shapleigh held & firmly bound vnto Ann Godfrey of Yorke  
Bond To  
Ann Godfrey In the province of Mayn Widdow, In the full &  
Just some of Two hundred pounds of lawfull pay  
of New England due to bee paid to the sd Ann Godfrey or  
to her lawfull attorney executors administrators or assigns to  
which payment well & truely to bee made, I bind my heyres  
executors & administrators and euery of them firmly by  
these Presents, sealed with my seale, dated the foureteenth  
day of Septemb<sup>r</sup> In the Nineteenth yeare of the Reign of o<sup>r</sup>  
Soveraign Ld Charles the second by the grace of god over  
England &c : Anno Doñi : 1667 :

The condition of this obligation is such y<sup>t</sup> If the aboue  
bound Nicholas Shapleigh his heyrs executors administra-  
tors or assignes, or some or any of them do & shall well &

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truely content satisfy or cause to bee payd vnto the aboue  
 Named Ann Godfrey or to her lawfull Attorney, executors  
 administrators or assigns the full & Just some of Twenty  
 pounds In good M<sup>r</sup>chandle pay of of the Country vid<sup>t</sup>: In  
 Corne Cattle & pipe staues yearly & every yeare for & dure-  
 ing the Naturall life of the sd Ann, at two tearmes in the  
 yeare most vsuall that is to say/ at the feast of the transmu-  
 tation of the blessed Virgine Mary, & Sayt Michaell the  
 archangell by even & æquall pportions, this obligation to bee  
 voyd & of none effect/ otherwise to stand & to bee of full  
 force & vertue/

Sealed & delivered In y<sup>e</sup> Prsence of, Nic: Shapleigh

Abra: Corbett/

his seale (<sup>his</sup><sub>seale</sub>)

The Marke of

A true Coppy of this obligation aboue

Aylce  Corbett

written transcribed out of the origi-  
 nall & y<sup>r</sup> with Compared this 10<sup>th</sup>  
 day of July 1669: p Peter Weare

Re Cor

W<sup>as</sup> thejr is a small Tract of sault Marsh a poynt of  
 Marsh adioyneing to a poynt of vpland lijng vpon the other  
 side of the River directly opposite over aganst Hen: Say-  
 words Saw Mills, w<sup>ch</sup> Prcell of Marsh is now belonging two

& In the possession of Edw: Rishworth, although

Sayword

To

Rishworth

by leaue of him It hath been made vse of by

Hene: Sayword severall tymes for repayreing of

his Dame/ And the aforesd Hene: Sayword

haueing likewise a small Prcell of Marsh lijng next aboue  
 y<sup>r</sup> place w<sup>r</sup> sometymes the ould Mill stooode which was erected  
 by Hugh Gayl & Wiff Ellingham next adioyneing to a Prell  
 of Marsh lijng below It, & of the Westermost side of Itt,  
 belonging & diverse years being In y<sup>e</sup> possession of Edw:  
 Rishworth/

These Presents do Therefore witness, that for conven-  
 iency sake to both Prties, & for other good considerations

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there vnto moueing, Wee the sd Edw : Rishworth & Hene :  
Sayword by mutuall Consent do agree to giue grant pass  
ouer & confirme, & do by these Presents give grant pass  
ouer & confirme our soole rightts titles & Interests vnto the  
sd Tracts of Marsh aboue mentioned each to other, & do  
hereby make a full & absolute exchange of the sd Prcells of  
marsh the one for y<sup>e</sup> other In w<sup>h</sup> bargan or exchange Wee  
do both rest our selues fully contented and satisfyd/ & do  
further Ingage with in one weekes tyme from the Date here  
of to deliver quiett & peaceable possession of the sd Tract  
of Marsh each to other/ In witness W<sup>of</sup> Wee haue Inter-  
changeably sett our hands & seals the 7th day of July 1669 :  
Signed sealed & delivered Hene : Sayword (<sup>his</sup><sub>scale</sub>)

In y<sup>e</sup> Presence of us/

John Wincoll/ Andrew Searle/

Seazin & possession given by Hene :  
Sayword of this Tract of Marsh w<sup>h</sup>  
hee sould vnto Edw : Rishworth by  
grass & Turffe this 10th day of July  
1669 :

In the Presence of Roger Playstead/ The marke of Thomas  
Bragdon *FB*

A true Coppy of the exchange or bargan of Marsh aboue  
written transcribed out of the originall & y<sup>r</sup>with compared  
this 10th of July 1669/





p Pet : Weare Re Cor

To all Christean people to whome this Present Writeing  
shall come &c : Know yee that I Jeremiah Sheeres now of  
Cape Nottocke In the Province of Mayn In New  
England, with the free & full Consent of my now  
wife Susanna Sheeres, for & In Consideration of  
a Certen some of money to mee In hand payd  
before the Insealeing & delivery hereof, to our full content

Sheeres  
To  
Fryer

& satisfaction, as alsoe for diverse other good Causes & considerations mee therevnto espetially moueing, haue given granted barganed & sould, & do by these Presents give grant sell & Confirme, vnto Natha<sup>n</sup> ffryer his heyres executors administrators & assignes for ever, all y<sup>t</sup> Tract of Land [68] belonging to mee, & scituate & lijng In the River of Pischat-aquak on the Nother side thereof, being in the Town of Kittery formerly soe Called, & alsoe being in part a Necke of Land, w<sup>ch</sup> sd Land was granted & given vnto mee by the Town of Kittery for many years since, & extendeth to y<sup>e</sup> quantity of one hundred acers as appears by the sd Town grant, & is bounded by the water side Twenty foure Rodd between the Lands of Robert Mendum on the Wester side & William Palmer on the Nother side, soe bounded out by them to y<sup>e</sup> head of the Cricke, & from thence to spread more larger into the woods altogeather till one hundred Acers bee compleat, togeather & ended, w<sup>ch</sup> sayd Lands was formerly bounded & marked out by the Towns men, & distinguished by marked trees, all w<sup>ch</sup> sd lands with all the Tymber or tymber trees, woods or vnd<sup>r</sup>woods, house or houseing there on bujlt, with all the Right Titles claym & Interest I haue may might or out to haue to all or any part or Prcell thereof, togeather with all the benefitts pfetts & priuiledges w<sup>so</sup>-ever y<sup>v</sup>nto belonging, either by land or water with in the sd bounds, I do hereby Clearely & absolutely confirme & ratify as valid vnto the aforesd Natha<sup>n</sup> ffryer his heyres executors administrators & assigns, to haue & to hould the same from mee my heyres executors administrators & assigns or from any Prson or Prsons of from by or vnder vs, or any of us according to the true Intent & meanig abouesd/ that is to say for euer/ & with out any Clayme or Title to the same/ & alsoe to deliver vp vnto the sd Nath<sup>n</sup> Fryer all writeings or deeds of w<sup>t</sup> nature soever that may any way concerne the sd Lands whither by Morgage or otherwise, to bee deliued to y<sup>e</sup> sd Fryer his heyrs or assignes at all reasonable demands/ In witness w<sup>of</sup> I haue here vnto sett my hand & seale this

fourteenth day of Novemb<sup>r</sup> 1664/ one thousand six hundred  
sixty & foure/

Sealed signed & deliverd & Jeremiah Sheeres by his  
possession & seazin given to  
Richd Tucker for y<sup>e</sup> vse of marke  (his  
Natha<sup>n</sup> ffryer In Presence of/ Susanna Sheeres by her  
John Carde by his Marke   
J : Carde Junio<sup>r</sup> by his marke  Marke  (her  
Richd Tucker/ (her  
scale)

This Deed was acknowledged to bee the Act & Deede of  
Jere : Sheeres & Susanna his wife this 15 of Novemb<sup>r</sup> 1664 :  
before mee : ffran : Champnown Jus pe :

Jere : Sheers & Susanna his wife did acknowledg y<sup>e</sup> In-  
strum<sup>t</sup> to bee y<sup>r</sup> act & deede this 7 : of July 1669 : before  
mee Charles ffrost Co<sup>m</sup>ssio<sup>r</sup>/

A true Coppy of y<sup>e</sup> deede aboue written transcribed out  
of the originall & y<sup>r</sup> with compared this tenth d : of July :  
1669 p Peter Weare Re Cor

To all Christean people to whom this Prsent writeing shall  
come &c : Know yee that I Natha<sup>n</sup> Fryer of Portsmouth In  
Pischataquake River M<sup>c</sup>ha<sup>t</sup> with the free & full consent of  
Christian my wife, for & in consideration of the full some of  
eighty pounds Current pay of New England to mee In hand  
payd, before the then sealeing & delivery here of by Chris-  
topher Addames of the same place Marriner, w<sup>th</sup> wee  
rest fully satisfyd & content as alsoe for other good causes  
& considerations vs there vnto moueing, haue given granted  
barganed sould alienated & confirmed, vnto the sd Christo-  
pher Addames & by these Prsents doe give grant bargan  
sell aliene & Confirme assigne & sett over vnto the sd  
Addams his Heyres executors administrators & assignes for  
ever all that Tract of Land lately in the Teño<sup>r</sup> & occupation  
of Jerem : Sheeres, lijng & being with in The Town shipp of

Kittery, on y<sup>e</sup> Noth side of Pishataquak River, contayning in quantity one hundred Acers, bee It more or lesse, as may appeare vpon the ReCords of the Town of Kittery aforesd, & granted by the sd Town to the sd Sheeres severall yeares since, & is bounded by the River side Twenty foure Rodd between the sd Lands of Robert Mendum on the Wester side & Willia<sup>t</sup> Palmer on the Nother side soe bounded out by them to the head of the Cricke, & from thence to spread more larger into the woods altogeather till one hundred acers bee compleated togeather & ended, w<sup>h</sup> sd

Fryer  
To  
Addams

land was formerly bounded & marked out by the Townes men & distinguished by marked trees/ All w<sup>h</sup> sd land with all the Tymber & Tymber Trees, woods & vnd<sup>r</sup>woods Cricks Coues house or houseing there on bujlt, with all the Right titles Clayme & Interest I haue or out to haue to all & every part there of togeather with all the benefitts profetts priuiledges & appurtenances there vnto any way belonging or app<sup>t</sup>ayneing, all w<sup>h</sup> barganed Premisses to bee to the onely vse & behoofe of the sd Christopher Addams him his heyres executors administrators or assignes, for ever, with out any lett molestation or disturbance w<sup>h</sup>soever : And I y<sup>e</sup> sd Natha<sup>ll</sup> Fryer & Christean my wife do hereby promiss to defend the Title of the before barganed Premisses, & will saue & keepe harmeless the sd Addams his heyres executors Administrators or assignes, from y<sup>e</sup> abouesd Jeremiah Sheeres or from any from by or vnder him, or from by or vnder vs the sd Natha<sup>ll</sup> Fryer & Christean my wife Laijng Clayme vnto the same : And further that I the sd Fryer will deliver or Cause to bee delivered vnto y<sup>e</sup> sd Addams all writeings concerneing the Premisses fayrely written y<sup>t</sup> I haue in my hand, vnto the true Prformance of the before barganed Premsses I the sd Nathaniell Fryer & Christean my wife bind our selues or heyres executors & Administrators vnto the sd Christopher Addams his heyeres executors Administrators & assignes firmly by these Presents/ In witness w<sup>o</sup>f haue sett here vnto our hands & seales

the first day of March one Thousand six hundred sixty & eight/ 1668 :


Signed, sealed, & Delivered/

Nathaniell fryer <sup>(his seal)</sup>

In y<sup>e</sup> Presence of us/

the signe of Chris-

Elyas Styleman Senjo<sup>r</sup>/

 <sup>(her scale)</sup>

John Harvie/

tean Fryer

This Land & priviledges y<sup>v</sup>nto belonging  
was delivered vnto Christopher Addams  
In the Presence of us this 8 : June :  
1667 :

The Marke of Robert Mendum



John Dyament/

Portsmouth the 24th of March 1668 : Mr Nathaniell Fryer  
& Christean his wife acknowledged this Instrument to bee  
thejr free Act & Deede, at w<sup>h</sup> tyme the sd Christean ren-  
dered vp her thirds & rightt of Dowry before mee/

Elyas Styleman Commissio<sup>r</sup>

A true Coppy of this Deede aboue written with the  
acknowledgment y<sup>r</sup>of transcribed out of the originall &  
y<sup>r</sup>with compared this 11th day of July 1669 : as Attests

Peter Weare Re Cor

[69] This Instrument witneseth that I Mickell Madeuer  
of Papuding in ffalmoth planter for and in Considiration  
that my sonn Joell Madiuer of Spurwink hath surrendared  
all his right Title and Interest I made ouer vnto him of A  
plantation in the sayd Riuer which I haue sold vnto Waltur  
Gendall I doe p these make ouer vnto my sayd sonn Joell  
after my decease all my right Title Intrust & purchus of A  
Plantation I bought of Walter Gendull at Papuding in  
Cascoe Bay in ffalmoth and dooe dacleare in  
These in Considiration of the premisses my sayd  
sonn Joell Madiuer to be my Heyer to the  
p<sup>r</sup>misses agajnst all psons whatsoever To wittnes

Madiuer  
To his  
Son

the treuth hereof I dooe heire vnto sett my hand & seale 14  
Jully 1669

The marke  of 

Wittneses

Miçaeil Madiuer

Henry Jocelyn

Thomas  Hamett

Micall Madiuer this 19 of July 1669 acknowledged this  
aboue written to be his Act and deede vnto his sonn Joell  
Madjuer Before me ffrancis Neale Assoceate

This being A True Coppy taken out of the orjinnall &  
Compared p Peter Weare Re Cor Jully the 23<sup>th</sup> 1669

To all people to whom this present writing shall com I Wals-  
ingham Chelson of Winter harbowl in the County of yorke  
in New Enaland doe send greeting :

Know yee that I the said Walsingham Chelson as well for  
and in Consideratjon of the naturall affectjon & Patarnal loue  
which I haue & beare vnto my deare loving & dutifull sonn  
William Chelson : As alsoe for djuers other good Causes &  
Considaratjons me at this present espetiallj moving haue  
gIVEN & granted & by these presents do giue grānt & con-


firmē vnto the sd William Chelson my dwelling  
house that I at this present inhabite in w<sup>th</sup> all out  
houses lands vpland marsh w<sup>th</sup> all & singlar my  
goods Chattells houshold stufte & all my sub-  
stance whatsoever moveable & immoveable quick & & dead  
of what kind nature qualljtie or conditjon soeuer the same  
be shall or may be found as well in mjne now Custedy hands  
or possession as in the possession hands power & Custedie of  
any other pson or psons whatouer To have & to hold all &  
singuler the sd premisses vnto the sd William Chelson his  
Heires Executors Administrators & Assigns to his & Their  
propar vses & behoofs foreuer freely & quietly w<sup>th</sup> out any

Chelson  
To  
his Son

BOOK II, FOL. 69.

matter of Challenge claim or demand of mee the sd Walsingham or any other pson or psons whatsoever for me in my name by my cause means or pcurment & w<sup>th</sup> out any money or other thing therefore to be yalded pd or done vnto mee the sd Walsingham Chilson my Executors Administ<sup>r</sup> & assignes & I y<sup>e</sup> sd Walsingham Chelson the aforesd p<sup>r</sup>misses to the sd William his Heirs Executors Administrators & Assignes to the use afore sd Against all people people doe warrant & foreuer defend by these presents/ And farther know y<sup>e</sup> that I the sd Walsingham haue put the sd William in peaceable & quiet possession of all & singuler the aforesd Premises By twig & turfe in wittnes whereof I haue set to my hand & seale this Nineteenth day of June in the Twenty first yeare of the rajgne of our Souereigne & dread Lord Charles the second king And in the yeare of our Lord God On thousand six hundred sixty nine :

Signed sealed & delivered  
in the presence of  
John Daues  
Arther Wormstall

Walsingham Chelson  
his mark   
A (seal) seale.

This Instrum<sup>t</sup> was acknowledged by Wallsingham Chelson to be his act & deed the day & yeare aboue written Beefore mee Brian Pendleton Associate

This being A True Coppy taken out of the originall & Compared this 30 of August 1669 p Peter Weare Re Cor

An Inventory of the houseing, Lands broaken, Saw Mill & Accomodation of Tymber, Irons & Vtensills of the Mill, Smyths shopp & husbandrie, as It was apprized by us whose names are vnderwritten, at the request of Mr Edw : Rishworth, scituate on Assabumbeducke River at Newgewanacke, In the Town of Kittery In the County of Yorke In New England/

# BOOK II, FOL. 69, 70.

Inp <sup>s</sup> A broaken dwelling house ready to fall, & a barne much	ld	s	d
1: out of repayre, Two oarchards with out fence with a Tract of Lands lijng on both sides the River esteemed at foure hundred Acers more or less as granted by the Town :.....	200	0	0
2: Meddow at Tottanocke & at bonabiasse pond, & Whittes & Parkers Marsh..	052	0	0
3: The broaken Mill with the Irons & Vtensills, the Falls & Tymber grant....	200	0	0
4: The Smyths shopp with bellows Anvell, beckorne vice Sledg Hammer & some ould Irons.....	010	0	0
5: ffoure halfe hundred wiegthts, An Iron beame, an ould Copper & an ould Kettle, & two ould Iron potts .....	011	0	0
	493	00	0

Apprized this secund day of August 1669 : John Wincoll/  
Charles Frost/

This Act of apprizall aboue written made p Cap<sup>t</sup> Rog<sup>r</sup> Playstead John Wincoll & William Spencer, is by them acknowledged, & vpon thejr oaths owned to bee y<sup>r</sup> act & deede according to the best of y<sup>r</sup> Judgm<sup>ts</sup>/ Taken before mee this 10 : of August 1669 :

I Roger Playstead do own the sd Apprizall as I Roger Playstead Assotiate/ stand vpon my oath a publique officer of this County of yorke, to bee my Act & deed this 10 : day of August 1669 : Rog<sup>r</sup> Playstead Assotiate/

I Charles Frost do own the sd apprizall as I stand vpon my oath a publique officer of this County of Yorke to bee my act & deed this 17 : of August : 69 : Charles Frost Comissio<sup>r</sup>/

A true Copy of this apprizall aboue written with y<sup>r</sup> Attests given y<sup>r</sup> vnto, transcribed out of y<sup>r</sup> Originall & thejr with compared this 31 : of August 1669 : p Peter Weare :  
Re : Cor

[70] This present testifieth that I Jerimy Shears vpon good Consideration hath giuen to my Wife Susannah Shers the folle Cowlth that my mare hath now being A mare Cowlth for the sd proper vse benifit & behofe to dooe & dispose thereof as shee shall see meet & not to Contridict thereof & soe to Contynnew The whole Terme of my lif & not anny way to dispose Thereof

Shears  
To  
his Wife

BOOK II, FOL. 70.

Wittnes my hand hearevnto & what may be further  
dvnn in the secuarjng Therof I shall Confjrme the same  
May the 7<sup>th</sup> 1669 Jerimy Shears his marke

Wittnes Peter Weare



This being a True Coppy taken out of the originall &  
Compared this 30 of August 1669 p Peter Weare Re Cor

This Indenture made the Twentjath day of Aprill in  
the Ninetenth yeare of the rajgne of our most gracious  
Soueraigne Ld Charles by the grace of god of England  
Scotland ffraunce & Ireland King dafender of the faith &  
Betwene Thomas Withers Inhabjtant in the Towne of Kittary  
in the Prouince of Majne in New England of the one part &  
John Ball of the same place of the other part Witneseth that  
the said Thomas Withers for and in Considaratjon of the  
some of Njne pounds and seven shillings of lawfull pay of  
New England by mee in hand Receued before the signing  
sealeing and daliuery hereof, of John Ball haue

Withers  
To  
Ball

for good diuers Causes mee thearevnto Espitially  
moveing Beargained sould and Enffoofed and by  
these presence doe Bargaine sell Enfoooffe and  
Confirme vnto the afore mentjned John Ball his hejrs Exec-  
utors Administrators and assignes for euer The quentety of  
Twelue acres of vpland lying and bejng in spruce Creeke  
w<sup>th</sup>in spruce Cricke in the Towne of Kittary aforsed att a  
place Commonly Called and knowne by the name of Eagle  
point beeing butted and bounded on the East side with a  
parsell of mash Joyneing to the mayne Creeke Called Agle  
point and on the North side with a Creeke that goes in west  
and from that Creeke Twenty fower Read East South East  
and Eighty Rood West South West y<sup>e</sup> whole Twelue acres  
To haue and to hold all the sd premises to him the sd John

Ball & his heires Executors Administrators and assignes for euer from mee the sd Thomas Withers my hejrs Executors and Administrators foreuer And furthermore I the aboue sajd Thomas Withers dooe Ratyefie and Confirme all the aboue sd premises vnto the aboue sd John Ball his hejres and assignes for euer of and from all maner of pson or psons whatsoever that may pretend any title or Claime too or Interest in any of the premises by vertue of any deede of sale or gift or otherwise from him y<sup>e</sup> sd Withers or any other in his behalfe vnto the sd John Ball or any others in his behalfe paying vnto the sd Thomas Withers his hajres Executors Administrators and assignes for euer three dayes worke annually as an acknowledgment if itt being legally demanded in Witnes whereof I haue here vnto set my hand and seale dated in Kittary aforesd the day and yeare first aboue written : 1667.

Signed sealed and daliuered

Thomas Withers

in the presence of vs :

(his  
seal)

Wetnes William Palmar

John Meredeth/

Kittery the 2<sup>th</sup> Mach 1668 Mr Thomas Withers acknowledged this Instrvment to be his free acct & deed before me Elias Stileman Comis<sup>r</sup>

The three dayes worke that John Ball wase to pay yearely to Thomas Withers mentoned on the other side was Exepte against by sd John Ball and allowed of By sd Withers & from hence forth stands voyd and of none Effect Witnes my hand the 26 of Aprill 1667

Thomas Withers

& Witnes : William Palmer

John Meredeth

This being A True Coppy taken out of the orriginal & Compared this 2 day of September 1669 : p Peter Weare

Re Cor/

[71] This Indenture made the Tenth day of Aprill in the one and twenteheth yeare of the Raigne of our Soueraigne Lord Charles the second by the grace of god of England Scotland ffraunce and Ireland King defender of the faith &c Betweene Henry Greeneland of Kittary in the County of yorke Chirurgeon of thone pte and William Broad of the Iles of shoules ffjsharman of thother pte Witnesseth that the said Henry Greeneland for and in Considaratjion of the sume of One hundred pounds of lawfull pay of New England in hand before then sealing and daliuery of these p'sents well and truly paid or secured to be paid the receĩpt whereof the said Henry Greeneland doth hereby acknowledge and him selfe to be fully satisfied and paid and thereof and of euery pte pcell and penny thereof doth acquit Exonate and discharge the said William Broad his heires Executors and asĩ and euery of them for eũ by these p'sents Hath Granted bargained and sold aljened Enffeefed Conueyed Released assured deliuered and confjrmēd and by these p'sents doth Grant Bargaine & sell aliene Enfeoffe Conuey realese assure deliuer and

Greenland  
To  
Broad

Confjrmē vnto the said William Broad his hejres and assigns All that tract or pcell of vpland and marsh scytuate lyng and being in Kittary afore said conteyng by Estimatjion One hundred acres some tyme heretofore p'chased of one George Palmer and also howses Ediffices and buildinges vpon the said tract of Land standing and being togeather w<sup>th</sup> all wayes pathes pasages Trees woods and vnder wods Coĩmons Easem<sup>ts</sup> pffitts Commodities Advantages Emmolom<sup>ts</sup> hereditam<sup>ts</sup> and app'tences what so euer to the said Tract of land and howses belonging or in any wise apperteyning w<sup>ch</sup> said Tract of land lyeth betweene land of Maior Nicholas Shaplejgh on the North west and of Abraham Corbett on the South Est sides thereof and also all the Right title Clayme vse possession Reuerĩon Remainder and demand whatsoeũ of him the said Henry Greeneland of in and vnto the said premisses and of in and vnto eũy or any pte or pcell thereof And True Coppies of all

other deeds & wrightinges which shall or may Concerne the said premisses or any pte or pcell thereof the said deeds and true Coppies are to be written out At the pper cost and Chearges of the said William Broad To haue and to hold the said Tract of land housses Ediffices and bujldinges and all and singuler the before Granted and bargajned p'misses and eu'ry pte and pcell thereof with theire and euery of their appurtinances and the Reducon and Reuersons remajnder and Remajndars thereof vnto the said William Broad his heires and assinges for euer To the sole and only pper vse and behoofe of the said Willjam Broad his hejres and assinges for eñ And to and for noe other vse intent or po'pose whatsoeñ The said Henry Greenland for him his heires Executors Administrators and Assignes and for all and eñ of them doth hereby Couen' pmise and grant to and with the said Willjam Broad his Heires Executors Administrators and assignes and to & with eue' of them by these p'sents that he the said Willjam Brood his heires & assignes and eñy of them shall and lawfully may from tyme to tyme and at all tymes heareafter lawfully peacabelly and quiatly haue hold vse occupy possesse and enjoy to his & thejre owne pper vse and behoofe all and singuler the before hereby Granted and bargajned p'mises and eñy pte and pcell thereof w<sup>th</sup> thap'tences ffreed acquitted & discharged or otherwise well and suffjsiently saued and kept harmles of and from all and all manar of former and other bargajnes sailes gifts Grants Leeses Joyntuars dowers and title of dower of Mary now wife of the said Henry Greenland Jugments Executjons titles Trobels Chearges and Incombransies what soe euer hereto fore had made Committed suffered or don or to be had made Committed suffered or don by the said Henry Greenland his heires Executors Administrators or assignes any of them or of or by any other pson or psons lawfully Clayming from by or vnder him them or any or either of them In wittnes whereof the pties firest aboue named to this

present Indenture, Interchangably haue sett thejre hands  
and seals the day and yeare furst aboue written

Henry Greenland

Sealed and deliuered & quiatt possession and (Seal)  
sezin of the lands w<sup>th</sup>in granted wase giuen and deliuered by  
the aboue named Henry Greenland at the dwelling howes  
vnto the said William Broad vpon the day of the date aboue  
written in name of Possesion & sezin of all lands Tenniments  
and hereditam<sup>u</sup> in the deed aboue written Conteyned To  
haue & to hold vnto the said William Broad his heires and  
assignes for eſt according to the teno<sup>r</sup> and true meaning of  
the deede aboue written

In the p'sence of/

Abraham Corbett/

Joseph Pomery/

Onesipheris Harvey

William Broads Assignem<sup>t</sup> to  
Dygorj Jefferys, Entered  
pa. 118:

This Deed aboue written is a True Coppy transcribed out  
of the orriginall & Compared this 27<sup>th</sup> day of Octobar 1669  
p Peter Weare re cor

[72] This Indenture made this Tenth day of Aprill in the  
eighteenth yeare of the Raigne of our Soueraigne lord Charels  
the second by the grace of god King of England Scotland  
ffrance & Ireland defendar of the faith &c Betwene William  
Sealy of the Iles of showles of the one party & William Harris  
of the said Iles of shoules of the other party Witneseth that  
the said William Sealy ffor diuers & sundry Considaratjons  
him here vnto mouing as alsoe for and in the Considaratjon  
of the som of Thirteene pounds & Tenn shilinges in hand  
payd before the sealinge & daliuery of theis p'sents the  
which the said William Sealy doth acknowledg  
the receit thereof and Euery part thereof from  
the aforesaid William Harris or his assignes hath  
bargained sould & set ouer & by these present

Sealy  
To  
Harris

hath bargained sould and sett ouer all that Tennement of dwelling howese w<sup>th</sup> Twelue foote of ground on the North-erely End thereof scittuate lying & being on an Iland of the Iles of sholes Commonly cauled by the name of Smuttinose Iland which howes & ground is now in the tennure or occupatjon of the afore said William Harris his assigne or assignes to haue and to hold the said houses and ground before named to the said William Harris & heires or assignes for ever And the said William Sealy doth promise for himself his heires Executors Administrators and assignes that the said William Harris his heires Executors Administrators & assignes shall peacably & quiatly Inioy the aforesaid demised premises and to dafend the said William Harris his heaires and Assignes of and from all men that shall lay any Clajme Right or title in the afore said premises demised from by or vnder the said William Sealy his heires Executors Administr<sup>r</sup> or assignes for the true performance heareof of the parties aboue said theiare hands & seales to this presents interchangably haue sett the day and yeare furst aboue writen Anno Dommjnj : 1666

Sealed signed and daliuered

William Sealy

in the p<sup>r</sup>sents of

(Seal)

Arthur Clapham

ffrancis Morgan

I Arthur Clapham doe acknowledge that I weare present at the seallinge and deliuary of this present writtinge & lickwise ffrancis Morgaine and writ it my selefe this 25<sup>th</sup> day of June 1669 : Before ffrancis Raines Associate

p mee Arthur Clapham

William Sealy acknowledged this within written Instru-ment to be his act and deede the 7<sup>th</sup> day of Jullj 1669 : before mee Charles ffrost Comisino<sup>r</sup>

This deede aboue written trully Transcribed out of the orriginall & Compared this 27 of Octob<sup>r</sup> 1669

p Peter Weare re Cor

[73] Bee it knowne vnto all men by these presents that I John Littelfield of Wells (within the County of yorke) w<sup>th</sup> the consent of my wife doe acknowledg my self to haue bargained & sold vnto Samuella Austin of the same Towne & County and to his heires Executors Administrators & Assignes for euer all my hovssen vpland & marsh at my home lot that I the said Littelfield bought of Thomas Warri-ner deceased with all the Addision that the Towne hath gjuen mee at the vpper end of the said lott with a hundred acres of vpland & Tenn acres of marsh that the Towne geaue mee vp aboute the greates plaine & in Considaratjon hereof I the said John Littelfeld is to haue of the said Samuella Austin for all these p<sup>r</sup>misses aboute spatified to the vallue of on hundred & Twenty pounds starling to be paid as it is spacified in a bill that the said Samuella Austin giues to the said Jo<sup>a</sup> Littelfeld the home lott being in breadth about three score polles being bound with ould John Bariet on the north Est & M<sup>r</sup> Joseph Bolles on the south west & soe to run to Webhanat Riuer & vp into the Cōntry as high as other men of each side, the bounds of y<sup>t</sup> hundrd acres of vpland with the Tenn acres of marsh y<sup>t</sup> lies aboute the great Plaine is which vpland lyes vpon the north est side of M<sup>r</sup> Her : Simonds vpland being sixtene poles in breadth the which breadth butteth vpon the south est & soe to run vp north west to the full Extent of the said Hundreth/ & the Tenn acres of marsh lieth north vnto M<sup>r</sup> Har Sjmonds his marsh on the north west & be west thereof viz tenn acres Also there is fower acres of marsh at the sea Wall that belongeth to the home lot to acres of it lies at the north Est end of an Iland Commonly Called Waidels Iland which is now in y<sup>e</sup> hands of Edmon Littelfild w<sup>th</sup> Jos Bolles on the north Est side & the other to acres next the harbowers mouth by the sea walle w<sup>th</sup> M<sup>r</sup> Nickhollas Dauison on the South west & Jo Bolles of the north west all these premises aboute mentjned I John Littelfild with Patience my wife consent hath sold for a valliable som aboute mentjned vnto the

Jo<sup>a</sup>  
Littelfield  
To  
Austin

BOOK II, FOL. 73.

said Samuell Austin & I am to deliuer him quiete & peacable Possesion of all these premises aboue spatified at or before the last of march next Coming after y<sup>e</sup> date heareof to him his heires & assignes for euer Alsoe I John Littelfeld doe bind my self my heires & assignes to Samuell Austin that he & his heires shall Inioy all the said premises aboue mentioned peacably & quietly w<sup>th</sup>out any Troble from all my heires Executors or assignes for euer In wittnes of the Treuth & Confermatjon heareof I haue hearunto set to my hand & also my wifes hand on the 23<sup>th</sup> of Octobar in the yeare of our lord j66j

John Littelfeld

(Seal)

Patjence Littelfeld

Y<sup>e</sup> marke (Seal)

Sealed signed & dalified in the p<sup>r</sup>sents

of vs Jos Bolles

John Reede  his marke

This deede of sale wase acknowledged before us the 23<sup>th</sup> of the 8 m 166j

Edmond Litelfeld

Ezekell Knights Comistion<sup>m</sup>

This deede on the other side with the Confirmatjon aboue is Truly transcribed out of the originall & ther with Compared this 28<sup>th</sup> of Octobar 1669: p Peter Weare re cor

Bee it knowne vnto all men by these p<sup>r</sup>sents that I Arthur Brackdon of yorke in the Cownty of yorke shere Planter for & in Considaratjon of the som of Nine pounds Lawfully payd Cvrant in New England paid vnto mee by the hands of Andrew Raining of the same place planter the receite whereof I the said Arthur Brackdon hereby acknowledg & thereof and of euery pte & pcell thereof doe for euer acquit the said Andrew Rainecking, Haue & by these presents doe  
acknowledg to haue sold vnto the said Andrew Raineckinge a certayne Tract of land Lying in yorke betwene the lott and land of the said Arther Brackdon, and a lott of land granted

Bragdon  
To  
Raining

BOOK II, FOL. 73, 74.

vnto the said Andrew Rainking by the Towne of yorke  
 which said Trackt of land is to begynn at the riuer side of  
 yorke Riuer & is to be Tenn poles by the said watter side &  
 soe to runn betweene the To lottes aforesaid into the woods  
 vpon an north Est line or poynt or therabouts vntill Tenn  
 ackeres be Completed as it is now bownded out by marked  
 Trees & other land markes To haue & to hold the said Tenn  
 ackers of land togeather with theppvrtenances and euery pte  
 & pcell thereof vnto him the said Andrew Rainking his  
 heires Executors & Adminjstrators and assignes for euer :  
 from the date heareof In as larg & Ample maner to all Con-  
 strvcktions Intents & Purposes as I the said Arthur Brack-  
 don Cann or may estate the same & I the said Arthur  
 Brackdon doe hearby Acknowledg promise & Couenant to  
 and with the said Andrew Rainking that the said land now at  
 the selljng thereof to be my owne pper lands and doe there-  
 for Couenant that the said Andrew Rainecking he his heires  
 Executors Administrators and Assignes shall and may from  
 time to tjme and at all Tjmes heareafter quiatley occupye  
 Posses and Injoy the said land with the Appurtinancis  
 Agajnst me the said Arthur Brackdon my heires Executors  
 Administrators, and without the lawfull lett suitt Trouble  
 euiction deniall or putting of of mee or any other person or  
 persons whatsoeuer from by or vnder me or vnder my Estate  
 or Title duuring the said terme the lord or lords Propriator  
 Exepte In wittnes whereof I the said [74] Arthur Brack-  
 don haue heareunto sett my hand and seale euen the first  
 day of Nouembar in the yeare of our Lord God on Thousand  
 six hundred sixty & Eight : M<sup>e</sup> shire in the second : said in  
 the 9<sup>th</sup> ljne : to all Construcktions intents and purposes : in  
 the 16<sup>th</sup> line : & : or lords in the 26<sup>th</sup> line were Interlined  
 before the sealing heerof.

Arthur Bragdon Juniar

And then Sealed & daliuered/

(Seal)

in the presence of vs/

Andrew Searle/ }  
 Isaack Walker } Witnesses

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Arthur Bragdon Appeared before mee Peter Weare, &  
did acknowledg this Instrument to be his free act and deede  
October the 15<sup>th</sup> day 1669 : Peter Weare Comissn<sup>r</sup>


This beeing a True Coppy Transcribed out of the originall  
& Cumpared this 28<sup>th</sup> day of October 1669 :


p Peter Weare re cor

I Gyles Berry of yorke for & in Consideratyon of the som  
of thirty shillings by mee in hand receued before the signe-  
ing thereof of Isack Walker of Boston & for other just  
Cawses mee therevnto mouing doe hereby giue grant Bar-  
gaine sell infef and Confirm vnto the said Isaack  
Berry To Walker all my right title & Intrest in the lott of  
Walker land within mentyned that wase giuen mee by  
Walker the Towne of yorke as by the In written grant  
vnder the select mens hands more fully appears To Haue &  
And to Hold the said lott of land with all the profitts priui-  
leges and Apurtinances there vnto belonging vnto him the  
said Isaack Walker his Heyres Execo<sup>m</sup> Administrators and  
assjnes as his and theyre owne proper Estate from the date  
heereof for euer w<sup>th</sup> out any Interruption Molestation of mee  
the sayd Gyles Berry or any other pson or psons whatsoever  
from by or vnder mee Laying any Clayme Thereunto & I  
doe further promise to make a more full and seuerall deede  
of sale to the said Isaack for the said lott at any tyme heere-  
after when soe euer y<sup>e</sup> said Isaack shall requiar In Wittnesse  
to the truth of the aboue written premises I Gyles Berry doe  
heare vnto sett my hand & seale this Twentieth day of  
Jully 1669

Signed sealed & dd in the p'sence

Gyles Berry

of William  More his  
marke

his marke  (Seal)

Thomas Trafton  his  
marke

This Instrument aboue writ-  
ten wase acknowledg to be the

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free Act & deed relating to the w<sup>h</sup>in written by Gyles  
Berry this 8<sup>th</sup> of Nouembar : 1669 Before mee Peter Weare  
Commr

The Instrument written on the other side is A True Coppy  
taken out of the originall and Compared this 11<sup>th</sup> day of  
Nouembar 1669 : By Peter Weare re cor

Wheras wee the select men for the Towne of yorke  
granted vnto Gyles Berry a home lott lying between the  
lotts of Richard Whitte & goodman Frost w<sup>h</sup> land the said  
Whitt p<sup>t</sup>ends som right vnto by vertue a former grant made  
vnto his predesso<sup>r</sup> M<sup>r</sup> William Hilton deseased by M<sup>r</sup> Nic :  
Dauis, John Alcock Robert Knight & Arthur Bragdon the  
then Townes men of whom wee hauing inquired  
the Certenty thereof & Cannot find by any grant  
by them made to the said Hilton or Whitte that  
he hath any just interest there in as appeareth by  
a writting lately giuen to Gyles Berry vnder there hands  
vpon w<sup>h</sup> Consideratjon aforesaid wee y<sup>e</sup> said Townsmen do  
grant & Confirme vnto the said Berry according to w<sup>t</sup> right  
the Towne hath That lott by vs formerly giuen him, not with  
standing any Clayme Richard Whitte hath or shall Pretend  
there vnto Wittnes our hands this 23 : Decm<sup>b</sup> 1665

York T.  
To  
Berry

Edward Rushworth  
Edward Johnson/  
Mathew Austin

John Dauis.  
Arther Bragdon senj<sup>r</sup>

his marke



This being A True Coppy aboue written Transcribed out  
of the originall & Compared this 13<sup>th</sup> of Nouemb<sup>r</sup> 1669  
p Peter Weare re cor

This Indentre made the Nine and Twentieth of May in the  
nineteenth yeare of the Raigne of our Sou<sup>er</sup>aigne Lord Charels  
the second by the grace of god of England Scotland france

& Ireland Kinge defender of the faith &c Betwene Thomas Crockett of Kittary in the Prouince of Mayne husbandman of thone pte and Abraham Corbett of Porchmouth in the Riuer of Puscattaqua distillar of thother pte Wittneseth that the said Thomas Crockett for and Consideration of the sune of Two & Thirty pounds of Lawfull pay of New England in hand before then sealing and daliury of these p'sents well and Truly paid the receþt whereof the said Thomas Crockett doth hereby acknowledg and himselfe to be fully satisfied Contented & pajd and thereof and of euery pte pcell and peny thereof doth acquitt Exonate and discharg the said Abraham Corbett his heires Executors Administrators & Ass̃ and euery of them for euer by these p'sents Hath granted bargained and sold aliened Enfeoffed Conueyed relessed assuared deliuered and Confirmed and by these p'sents [75] Doth Grant bargaine and sell alien Enffeoffe Convey release assuer deliuer and Confirme vnto the said Abraham Corbett his heires and ass̃ all that dwelling howes scytuate lying and being in Kittary aforesd in the said Prouince of Mayne at a place there Called the poynt togeather alsoe with all Tract peece or pcell of land lying neere adjoyning vnto the said houes Extending it selfe from the front of the ffiũ vnto land now in the Possession of on ffrancis Morgan on the North side thereof land of Cap<sup>t</sup> Lake on the west and land of the said ffrancis Morgan on the Est side thereof and Conteyning by Estemaçon Two acres and half be it more or lese

Crockett  
To  
Corbett

and alsoe all and singuler wayes pathes passages Treese woods Comons Easm<sup>a</sup> pfittes Commodities Aduantages Emolum<sup>a</sup> hereditam<sup>a</sup> and ap-  
purtinancis whatsoever to the said house and pcell of Land belonging or in any wise apptaying or to or w<sup>h</sup> the same now or heretofore vsed occupied or enioyed as pt pcell or member thereof or of any pte or pcell there of and also all the right title Clayme vse possession Relũçon Remajnder and Demand whatsoever of him the said Thomas Crockett of in and to the sd p'misses & of in & to any pte or pcell thereof To

haue and to hold the said dwelling howes and pcell of land before hereby granted bargained and sold vnto the sd Abraham Corbett his heires and assi for euer to the sole and only pper vse and behoofe of the said Abraham Corbett his heires and assignes for euer and to and for noe other vse intent or purpos whatsoever And the said Thomas Crockett for him his heires Executors and Administrators and for all and euery of them doth hereby Couen<sup>t</sup> pmise & grant to and with the sd Abraham Corbett his heires and assignes & to & with euery of them by these present that he the said Abraham Corbet his heyres & assignes & euery of them shall and lawfully may from tyme to tyme & att all tymes hereafter quiatly and & peacably haue hold vse occupy possesse & enioy to his and their owne pper vse and behoofe all and singuller the before hereby Granted and bargained p'missese & euery part & pcell thereof w<sup>th</sup> the p'tennançs ffreed or quitted and discherged or otherwise well and suffitiently saued and kept harmeles of and from all and all mañar of former and other Bargaines sales gifts grants Leses Joyntures dowers and title of dower of Anne now wīfe of the sd Thomas Crockett and of and from all other titles troubels Cheargis & Incumbrancis whatsoever heretofore had made or Cummitted suffered or done or to be had made committed suffered or don by the sd Thomas Crockett his heires Executors Administrators or Assi or any of them or of or by any other pson or psons whatsoever The right and title belonging to the ppriato<sup>r</sup> of the p'misses only Exepected and foreprised In wittnes whereof the pties ffirst abouenamed to these p'sents Indentury Interchangabley haue sett their hands and seales the day and yeare first aboue written


Sealed and deliuered in p'sence of,

Thomas Crocket

ffran : Champernowne

 (seal)

Henry Greenland

the marke  of Ephraim Crockett

This deed wase acknowledged by Thomas Crockett and Anne his wife the day of the date aboue written before mee ffancis Champernowne Just

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This deede on the other side & is aboue being A True  
Coppie transcribed out of the originall and Compared this  
16<sup>th</sup> day of Nouemb<sup>r</sup> 1669 p Peter Weare record<sup>d</sup> 1669

Be it rem<sup>b</sup>red that quiett and peacable Possession and  
seizen of the land w<sup>th</sup>in granted wase giuen & deliuered by  
the within named Thomas Crockett vpon the day of the date  
within written vnto the within named Abraham Corbett in  
name of Possession and seizen of all Lands tenem<sup>ts</sup> and  
hereditaments in the deed within written Conteyned to haue  
and to hold vnto the said Abraham Corbett his hejres and  
ass<sup>es</sup> for euer according to the teno<sup>r</sup> and true meaning of of  
the deede within written in the presence of:

ffran : Champernowne

Henry Greenland

Ephraim  Crockett

To all Christan People to whom this p<sup>r</sup>sent Deede of sale  
shall Com Herlackendin Symons of Gloster in the County of  
Essex in the Massathusets Coleny in Amarica sendeth Greet-  
ing Know yee That the said Herlackendine Symons for & in  
Consideration of a valluable some of mony & Currant Pay  
of New England to him in hand before the sealing & daliuery  
heerof well and Truley Payd by Henry Kemble of Boston in  
the Cownty of Suffs in the Mesathusets Colony aforesaid  
Ancho smyth the receite wherof the said Herlackendine  
Symons doth owne & Acknowledg & ther with to be fully  
satisfied Contented & Payd And therof & of euery part &  
pcell therof doth acquit exonerate & discharge hjm the said  
Henry Kimble his heirs executors & Admjnjstrators & euery  
of them for euer by these p<sup>r</sup>sents Hath giuen granted Bar-  
gained sould aliend enfeoffed & Confirmed & by these pres-  
ents Doth fully Clearly & absolutely giue grant Bargaine  
sell alien enffeof & Confirme vnto the said Henry Kimble his  
heirs & assignes for euer six hundred acres of Land of which

ther is to be Thirty acres of good meadow ground at least (or what more shall be viz of all the meadow ground which is or shall be found within the tract of sixtenn hundreded acres now before sealing heerof Belonging or Apertayning to the said Harlackendine Symons lying & Being nigh vpon Capporpus Towneship on the North side therof & between the Lands of Major William Phillipes towards the east & land of George ffarrow of Ipswitch towards the west & land of Sammuell Symons Esq<sup>r</sup> towards y<sup>e</sup> north/ All that ouerpuss of meadow found within the said Tract [76] of Land ouer & aboue Nintie acres is & shall (on third part therof belong to the said Henry Kemble to be aded to his Thirty acres aforesaid And he the said Kemble to haue this previlage to take his six hundred acres vpon either side or either end of the sixtenn hundred acres afore said Prouided he take it together vpon some hansom square: only the meadow he is to take that where it is or may be found within the said Tract of land aforesaid the whole six hundred acres as is aforesaid with all the p<sup>r</sup>uileges & apurtinaces Therto belonging & in any measure app<sup>r</sup>taining & all other the right title intrest vse propriety Possesion Clajm & demande whatsoever of him the said Herlackenden Symons of in or to the same & euery part therof to be & remaine to him the said Henry Kimble his heires & assigns for euer. To haue & to hold the said six hundred acres of Land & meadow with all the Priuileges & apurtenances therto Belonging as aforesaid vnto the said Henry Kimble his heires & assignes to the sole only and proper vse beheoff & Benifit of him the said Henry Kimble his heires & assigns for euer & the sd Herlack Sjons for himself his heyres Exec<sup>n</sup> & administ<sup>n</sup> doth Couenant & grant to & with the said Henry Kimble his heirs & assignes by these Presents (viz) That he the said Harlackinden Symons at the tyme of the grant Bargaine & sale of the premises vnto the said Henry Kimble & vntell the daliuery ther of to

the said Henry Kimble to the vse of him his heirs & assigns  
 for euer Wase lawfully seized to his owne vse of  
 Symonds & in the Premises in a good perfitt & absollute  
 To estate of Inheritance in fee simple & hath in  
 Kimble himself good right full Power & lawfull authoritie  
 the p'misses to giue grant Bargain sell & assure as afforesaid  
 and that the said Henry Kimble his heirs & assignes & euery  
 of them shall & may henceforth for euer lawfully Peasably  
 & quietly haue hould vse posses & Inioy the said Bargained  
 premises free & Cleer & Cleerly acquitted & discharged and  
 otherwise by him the said Harlackinden Symons his Executors  
 Administrators from tyme to tyme & at all tymes heer after  
 saue defend & keep harmlese the said premises of & from  
 all & singuler other Chargis gifts grants Barganes sales leases  
 leases assignments Mortgages intajls Judgments Executjons  
 seizures & all other acts & incombarances whatsoever had  
 mad done or suffored to be done by the said Harlackinden  
 Symons his heirs Executors Administrators or assignes or  
 any other pson or psons whatsoever Claymjng or Pretending  
 to haue anny esstate right title intrest Claim or demand of in  
 or to the p'misses or any part therof for from by or vnder  
 him them or either of them wherby the said Henry Kimble  
 his heires or assignes att any time hereafter shall be evicted  
 out of the Possession therof or any part therof &c And that  
 the said Harlackinden Symons his heirs Executors & Admin-  
 istrators the said Bargained Premises vnto the said Henry  
 Kemble his heirs and assignes agajnst them selues & all &  
 euery pson & psons whatsoever Claiming or to Clajme any  
 estate right title or intrist or demand whatsoever for from  
 by or vnder him them or ani of Them of in or to any part  
 of the said Bargained premises shall & will warrant & for euer  
 djfend by these Presence in Witnes wherof the said Harlack-  
 inden Symons haue Heerevnto Put to my hand & fixed my  
 seale this sixtenn day of June An° Dñi on Thousand six

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hundred sixty & njne Annoq Regni Regis Carolij Secundj  
xxi :

Signed sealed & dđ	Harlackinden (seale)
in presentes of vs	Symons
Samuell Moore	This deed was acknowledged by m <sup>r</sup>
Rich : Wayte	Harlack Symons June the 16 <sup>th</sup> 1669
Wiltm Howard	Before Edward Tyng Associatt

This being a True Coppy transcribed out of the originall  
& compared this 7<sup>th</sup> of Aprill 1670 p Peter Weare Record :


This Indentvre made the sixteenth day of Aprill in the  
njneeth yeare of the Rajgne of ovr Soueraigne Lord Charles  
the second by the grace of god of England Scotland ffrance  
& Irland King defender of the faith &c Betweene Ephrim  
Crockett of Kittery in the Prouince of mayne of  
the one parte and Abraham Corbett of Porch-  
moth in the reuer of Puscataqua of the other  
partj Wittnesseth that the said Ephrim Crockett  
for and in Consjdaratjon of the som of Seaunteene Pownds  
of lawfull pay of New Engtd in hand before then sealling and  
deliuery of these Presents well and truly payd the recẽpt  
whereof the said Ephrm Crockett doth hereby acknowledge  
and himselfe to be fully sattisfied contentted and Payd and  
thereof and of euery part pcell and penny thereof doth  
acquitt Exoñate and djschearg the said Abraham Corbett  
hejrs Executors and Administrators and eury of Them for  
eñ by these presente hath granted Bargained and sold alien  
Enffeofo & confirmed & by these presenc doth grant bargain  
& sold alljned Infefed & confirmed & by these presents Con-  
vey realease assure deliuer and Confirme vnto the said  
Abraham Corbett his heirs and assigns all that Plott peece  
or pcell of vpland lying and Being in Kittary aforesaid at or  
neere a place there called the Poynt on the north side thereof  
and Containing by Estemaçon six acres be it more or lesse

E. Crockett  
To  
Corbett

as the same hath bin formerly fenced out the sea lying on the west and north sides and the land of Frances Morgan on the south sides thereof One littell platt of ground wheere the old Brew howse now standeth is only Excepted And also all Trees wood and vnderwood Comons Easms pffitts Emolum<sup>ts</sup> hereditam<sup>ts</sup> and appurtjnaces whatsoever to the said Plott peece or pcell of Land belonging or in any wise apptayning or to and with the same now or heretofore vsed occupied or enioyed as part pcell or member thereof or any part and allsoe all the Right Tittell Clayme vse Possession Reuercon Remaynder and demand whatsoever of them the said Ephraim Crockett of in and to the before hereby Granted and Bargained pmisses and of in and vnto euery or any part thereof and alsoe all Deeds. wrightinges Escripts and memo<sup>s</sup> soly concerning the pmisses or any part or pcell thereof to haue and to hold the said plot peece or pcell of land before hereby granted Bargained and sold and euery part and Parcell therof with their and eueri of their appurtjnances Except before Excepted) vnto the said Abraham Corbett his heires and assignes for euer to and for the sole and only Proper [77] vse Beinefitt and Behoufe of him the said Abraham Corbett his heirs and assignes for euer and to and for noe other vse intent or p<sup>o</sup>pose whatsoe euer And the said Ephraim Crockett for him his heirs Executors Administrators and ass<sup>s</sup> and for all and euery of them doth Couen<sup>t</sup> p<sup>o</sup>mise and grant to and w<sup>h</sup> the said Abraham Corbett his hejres and ass<sup>s</sup> and to & with euery of them by these presents y<sup>t</sup> he y<sup>e</sup> sd Abraham Corbett his hejres & assignes & to & w<sup>h</sup> euery of them shall and lawfully may from tyme to Tyme and at all tymes for euer hereafter quiatly and Peacably haue hold vse occupy posses & enioy to his and theyre owne proper vse and Behoofe all & singular the before hereby granted & Bargained pmisses & euery part and pcell therof w<sup>h</sup> thapp<sup>t</sup>ences ffreed acquitted and dischearged or otherwise well and suffisiently saued and kept harmeles of and from all and all maner of former and other Bargaines sales Gifts grants

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Leases Joynturs dowers and Titell of Dower of Ann . . now wife of the said Ephram Crocket Judgm<sup>ts</sup> Executjions titles Troubles Chearges and Incombrances whatsoe e<sup>l</sup> hertofore had made committed suffered or done or to be had mad committed suffered or done by him the said Ephram Crockett his heires and assignes or of or by any other person or psons whatsoe euer clayming any right title or Intrest of in or to the said premisses or of in or to any part p<sup>ce</sup>ll thereof In wittnes wherof the partis aboue named to this present Indentures Interchangably haue sett their hands and seales the day and yeare first aboue written : 1667

The marke of  
Ephram  Crockett (seale)

Sealed and deliuered  
in the presence of

Thomas Crockett  marke

Willjam  Cotton

marke

This deede wase acknowledged the Three and Twentieth Day of Aprill in the yeare aboue written by Ephram Crockett Before mee ffancis Champnowne

Be it remembred that vpon the the Three & Twen<sup>th</sup> day of Aprill in the yeare within written quiett and peacable possession of the lands w<sup>th</sup> in granted wase giuen and deliuered by the within named Ephram Crockett in name of Possession and sezon of all lands Tenem<sup>ts</sup> and premises vnto the within named Abraham Corbett his heyres and ass<sup>ts</sup> for euer according to the Teno<sup>r</sup> and True meanjng of the deede w<sup>th</sup>in written in p<sup>se</sup>nse of

Henry Greenland

John Sherbuerne

This being a True Coppy Transcribed out of the originall & Compared this 20<sup>th</sup> day of Aprill 1670 p Peter Weare  
re Cor

[78] This Indenture made the last day of May in the One & Twentieth yeare of the Raigne of our Soberaign Lord Charles the second by the grace of god of England Scotland ffraunce & Irland King defender of the faith &c Betweene Captaine ffraancis Champnowne of Kittary in the County of yorke gent of the on pte and Abraham Corbett of Kittary in the County of york distiller of the oth<sup>r</sup> pte Wittneseth that the said ffraancis Champnowne for and In considaratjon of the some of Onee hundred Pownes of lawfull pay of New England in hand before then sealjng and deliuey of these p'sents well & Truly payd the receipt wherof the said ffraancis Champnowne doth hereby acknowledg and himself to be fully satisfjed contented and payd and thereof and of euery pte pcell and penny therof doth acquit Exonate and dischearg the said Abraham Corbett his heires Executors admjnistrators and ass<sup>ns</sup> and euery of them for eñ by these p'sents hath giuen granted Bargained and sold aliened Enfeoffed Conveyed released assuared daliuered and Confirmed and by these p'sents doth giue Grant bargaine and sell aljen Enfeoffe Convey relese assure deliuer and confirme vnto the said Abraham Corbett his heires and ass<sup>ns</sup> all that tract peece or

Champernowne  
To  
Corbett

pcell of vpland & swamp lying and being in Kittary aforesaid att a place there Called Spruce Creeke betweene a Creeke of water there lying on the backside of Thomas Crocketts neck of land on the sowth west side thereof and the land of the sd ffraancis Champnowne on the north East side thereof & Contayning Eighty fflower acres and running from the sd name Creeke side into the woods vntill the same quantity of land be fully compleat and ended as the same is to be bounded and sett out w<sup>th</sup>in on month next after the date of these p'sents And alsoe all and singular wayes pathes passages Trees Woods vnderwoods Coñmons Easms<sup>ts</sup> pffitts Commodities advantages Emolum<sup>ts</sup> hereditam<sup>ts</sup> and appurten<sup>ts</sup> what soe euer to the said Tract peece or pcell of land belonging or in any wise appetyng and . . . and now to and w<sup>th</sup> the same vsed occu-

pied and enjoyed as pt pcell or member therof or of any pte  
 or pcell thereof And also all the right title Clayme vse  
 Possession Reliſon remaynd<sup>r</sup> and demand whatsoe euer of him  
 the said ffancis Champnowne wheather by p<sup>r</sup>chese Towne  
 grant or otherwise of in & vnto the said Tract of land  
 belonging and of in and vnto eũy or any pte or pcell thereof  
 To haue and to hold the sd Tract peece or pcell of vpland  
 and swamp and euery pte & pcell thereof before hereby  
 Giuen granted Bargained & sold or meant mentined or In-  
 tended to be giuen granted Bargained & sold and alsoe all  
 wayes waters trees woods vnderwoods Comons Easem<sup>ts</sup> pffitts  
 Comodities Advantages Emoom<sup>ts</sup> heridam<sup>ts</sup> Preuelidges and  
 app<sup>r</sup>tjnances whatsoever vnto him the said Abraham Corbett  
 his heirs and ass<sup>ts</sup> for euer to the only sole pper vse benefitt  
 and behoof of him the said Abraham Corbett his heires &  
 ass<sup>ts</sup> for euer and to and for noe other vse intent or purpos  
 what soe euer And the said ffancis Champnowne for him his  
 heires Executors Administrators and ass<sup>ts</sup> and for all and eue<sup>r</sup>  
 of them doth Couen<sup>t</sup> pmise and grant to and with the said  
 Abraham Corbett his heires and assignes & to and with eũy  
 of them by these p<sup>r</sup>sents that he the said Abraham Corbet  
 his heires Executors administrators and ass<sup>ts</sup> and euery of  
 them shall and lawfully may from tyme to tyme and att all  
 tymes for euer hereafter lawfully peasably and quiatly haue  
 hold vse occupy Possesse and enjoy to his & their owne  
 pper vse and behoof all and singuler the said before hereby  
 Granted and Bargained p<sup>r</sup>missesse & euery pte and pcell  
 thereof w<sup>th</sup> the p<sup>r</sup>teñces freed acqueted and discharged or  
 otherwise well and suffisiently saued & kept harmeles of and  
 from all and all manor of form<sup>ts</sup> & other Bargains sailes Gifts  
 Grants Leases Joyntures doweres Judgem<sup>ts</sup> Executjons Title  
 Troubles Cheargis and Incombrances and demands whatsoever  
 heretofore had made Committed suffered or done or to be  
 had made Committed suffered or done by y<sup>e</sup> said ffancis  
 Champnowne his heires Exe<sup>c</sup> Administrators or ass<sup>ts</sup> or any  
 or either of Them or of or by any other pson or psons what-

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soe<sup>d</sup> lawfully clay<sup>ing</sup> from by or vnder him them or any of  
them In wittnes whereof the pties aboue named to this  
p'sent Indenture Interchangable haue sett theire hands and  
seales the day and yeare first aboue written :/

Sealed and deliuered                      ffrancis Champnowne (seale)  
    in p'sence of  
    Jeremiah Hubbard  
    Seabrne Cotten

This Instrument aboue written wase Acknowledged to be  
the act and deed of Cap<sup>t</sup> ffrancis Champnowne this 26 day  
of July i669 Before mee Roger Plaisted Associate

This being a True Coppy Transcribed out of the originall &  
Compared this 26<sup>th</sup> day of Aprill 1670 Peter Weare

Re : Cor :

[79] Know all men by these Present that I Willjam Sealy  
of Smootinose Iland at the Iles of Shoules for and in consjdar-  
ation of forty two pounds fiftene shillings and a leuen pence I  
stand bound vnto ffrances Wainwright of Ipswich aforesaid  
haue damised granted Bargained & sould vnto the said  
ffrancis Wainwright his heyres and assignes for euer all that  
my houses and houseing and stage & stageing and fishing  
Roomes with the appurtjnances Scituate lyeing and being  
vpon Smootynose Iland vpon the Iles of shoules To haue &  
to hould and quiately and Peasably to posses and enjoy all  
the said howses and howseing stage and stageing  
and fishing Roomes and appurtjnan<sup>es</sup> To him the  
Sealy  
To  
Wainwright      said ffrances and his heysr and assignes for euer.

    Prouided allwajes that if the said William Sealy  
his Executors or assigns shall weell and Truly pay or Cause  
to be payd to the said ffrances the full and Just sum of forty  
two pounds fiftene shiling and a leuen pence in good mar-  
chantable drie cod fish at Thirty two Rials p quintall at or  
before the Tenth day of June next after the date of these  
Presents Then this bargajned and saile to be vtterly voyd

and of none effect otherwise to be of full force & affaciacy  
In wittnes whereof the said William Sealy hath to these  
presents sett to his hand and seale this first day of Dasembar  
in the yeare of Grace Sixteene hundard sixty and njne : 1669  
Subscribed sealed & deljuerd      Willjam Sealy & a seale

in the presence of vs

James Chute/

Mr Willjam Sealy acknowledged this Instrument to bee  
his act and deed this first day of Dasembar sixteene hundreded  
sixty and njne Before mee Nathanjell Saltonstall Comissiner/  
Recorded the 4 of Dasembar 1669

Vera copia as it stands recorded among the records of  
lawes att Ipswich in the third Booke folow 139 Taken this  
16<sup>th</sup> of Dasembar 1669 p me Robert Lord Record

This aboue written is a True copy Transcribed out of  
thoriginall & compared this furst day of June 1670 p Peter  
Weare Re cor

The depositions of Nicholasse Hodesden & his wife Aged  
40 years & vpward.

These deponants being sworn saith that about fiteene or  
sixteene yeares agooe that Thomas Spenseer being att  
quamphagon at the howes wee then liued in sajd that he had  
giuen the on half of his half part of the mill & Timber  
thereunto belonging being on quartor part of the  
mill vnto Danjell Goodin for his dafters Portjon  
Hodsden      Nickhollas Hodsden & his wife replojed & said  
Test.      neyhbouer Spenser I wish you well to Consedar  
for Goodin      what you doe for you had many Children & euery on would  
haue a lettell & you cannot giue euery one such A Portion  
& he answered & said that shee wase the Eldest dafter & hee  
had don yt & farther saith not :/ Taken vpon oath this 18<sup>th</sup>.  
day of Aprill 1670      Before me Roger Plaisted

Commissinor :

This is a true Coppy taken out of th

originall this 7<sup>th</sup> of June 1670 p Peter Weare Re cor

Theise p<sup>r</sup>nts teistifie that I James Pendleton of Ports mouth in Puscataqvay Riuer Marchant by & with the concent of Hannah my wife for & in considera<sup>o</sup>n of fiftie Pounds in hand to me paid by John Winsland and Edward Bennet of Kittary in Puscataqvay Riuer yeman before then sealeing hereof the recept whereof I doe herby acknowledg and doe for mee my heires Executors and Administrators for euer fullie acquit and discharge them the said John Winsland and Edward Bennet and either of them and either of their Heires Executors Administrators and assignes of euery part and parcell thereof doe bargaine sell alieane assigne and set ouer vnto them the said John Winsland and Edward Bennet and to their or either of their heires Executors

Pendleton To Winsland & Bennett	Administrators or Assignes fiftie Acres scituate in Spruce Creeke in the Towne shipp of Kittary afore said halfe the Bridth of on hundred Acres of land which Cap <sup>t</sup> Brian Pendleton and John ffabes bought of ffANCES Morgan and Sarah his wife along by the Creeke side and soe backward the same breadth vntill the said fiftie Acres of land be accomplished scituate and lyeing betwene the land of M <sup>r</sup> John Cutt and the land of M <sup>r</sup> John ffabes together with all the priuillidges & appurtenances therevnto belonging or appertaininge. To haue and to hould the said fiftie Acres of land to them the said John Winsland and Edward Bennet or either of them or either of their Heires Executors Administrators or assignes for euer and the said James Pendleton for himselfe his heires Executors and Administrators and for euery of them doth couenant and promise to and with the said John Winsland and Edward Bennet their or either of their heires Executors Administra <sup>r</sup> or Assignes & euery of them that at present and Before then sealling hereof hee standeth seized and Possessed of the said land in a good estate of ffee simple and farther the said James Pendleton for himselfe his Heyres Executors and Administr <sup>r</sup> and for euery of them doth couenant and promise to and w <sup>th</sup> the said John Winsland
---	---

and Edward Bennet theire and either of their heires Executors Administrators or Assignes and euery of them to defend the title thereof vnto them the said John Winsland and Edward Bennet theire and either of their Heires Executors Administrators or Assignes against all persons whatsoever The Pattentees only exepted In wittnes whereof I haue hereunto sett my hand and seale dated in Portsmouth in Piscataquay Riuer this Eleuenth day of Jully Anno Domini One Thousand six hundreded sixtie and eight and in the Twentieth yeare of the raigne of our Soueraigne Lord Charles the Second King of England Scotland ffrence and Irland defender of the faith &c 1668

Signed sealed and deliuered in James Pendleton seal **O**  
 p<sup>r</sup>sec of vs W<sup>m</sup> Antrobus      Hannah Pendleton  
 Richard Stileman Scr :

Cap<sup>t</sup> James Pendleton and Hannah his wife acknowledged this Instrument to be their free act and deede the 28<sup>th</sup> Octobar 1669 Before me Elias Stileman Comisso<sup>r</sup>

This being a True copy Transcribed out of the origiñall this 13<sup>th</sup> day of June 1670 p Peter Weare Re cor.

[80] To all Cristian people to whom these presents shall com I John Deamand of Kittary in the county of yorke send Greeting in our Lord God Euerlasting et̃ Know yee that the said John Daman for diuers and sundery Consideratjons me hereunto mouing as also for the Consideratjon of the sume of fower score and fiftene Pounds in hand payd at or before the sealinge and deljvery of these p<sup>r</sup>sents whereof I the said John Deamand doe acknowledge the recẽpt thereof and euery part and Pearcell thereof by these present have bargained and sould and by these presents doe bargaine & sell vnto Henry Mayne and Andrew Deaman boath of the Iles of Shouls All that stage moringe Place Dwelling houses

and Two out howeses fflake roome lyinge Roome and Morj-  
 inge rome with on Anker and Cable and the lumber stuffe  
 about the afor said premises and on Traine flat  
 all which are now in the possession of mee the  
 aforesaid John Deaman my assigne or assignes  
 the which demised p'mises are scituate lijng &  
 being vppon on of the Iles of shouls one Iland  
 there Commonly Called Smuttjnose Iland vnto the said  
 Henry Maine and Andrew Deaman Joyntly theire heirs  
 Executors Administrators and assignes for euer & the afore-  
 said John Deaman doeth promise for himself his heirs  
 Executors Administrators and assignes that hee or they shall  
 from time to Time and at all Times saue and kept harmelesse  
 from all men that shall ly anny Claime Right Title or intrest  
 in or to the aforesaid Premisses from by or vnder me the  
 said John Deaman my Executors Administ<sup>r</sup> or assignes the  
 aforesaid Henry Maine and Andrew Deamand theire Execu-  
 tors Administrators and assignes as witnesse my hand and  
 Seale this second day of Nouember in the Twentieth yeare  
 of the Raigne of our Soueferaigne Lord Charles the second  
 King of England Scotland and ffrance & Irland defender of  
 the faith etē Anno Dominj 1668

Sealed & deljuered in the p'sents : John Deaman. ○ seale  
 of Willjam Sealy :

Arthur Clapham.

Peter Lewes :

Portsmouth the 27<sup>th</sup> December i669 John Deamand came  
 & acknowledged this Instrument to be his free act and Deede  
 before me Elias Stilman Commssj<sup>r</sup>

This Instrument aboue written is a True Coppy Tran-  
 scribed out of the oridginall this 13<sup>th</sup> day of June 1670 :

p Peter Weare Re cor :

BOOK II, FOL. 80.

yorke the 13<sup>th</sup> 1667

Whereas M<sup>r</sup> John Goch late of Wells deceased made a Will wherevnto he made his wife Executrix :

Itt is muttually Agreed Betwext M<sup>rs</sup> Reuth Gooch and her sonn John Gooch that the will shall stand in full force/

Only the said John Goch by his Mothars Consent is to haue the Percell of Marsh at the Iland that is Exprest in the Will att his mothers desease/

And alsoe as for the orchard it is concluded  
Ruth Gooch      that John Goch shall haue it as his owne after  
&  
Jn<sup>r</sup> Gooch      Two years is Expiared only shee is to haue  
libartie to moue Tenn trees if shee Please.

Itt is alsoe Concluded that forty shillings p año is to be abated vnto John Goch out of the seuen Pounds Rent that is Expressed in the will: That this is our Conclusion and agrement to the said Reuth Goch and John Goch doe herevnto sett our hands the day & yeare first aboue written/  
Signed & deliuered to Each other in the presents

of Isaacke Walker

Reuth Gooch

Peter Weare/

John Gooch



This mutuall agreement Betwene M<sup>rs</sup> Reuth Gooch and Jo<sup>n</sup> Gooch her sonn aboue written is owned in Court by p boath partjs this 13<sup>th</sup> July 1667.

This aboue written is a true Coppy transcribed out of the oridginall this 22<sup>th</sup> of June 1670 : p Peter Weare Re Cor

Know all men by these p'sents that I Thomas Spencer of y<sup>e</sup> Parish of vnyty in the Township of Kittary in the Countie of yorke Planter being possest of Two swamps of Tymber being given and granted by the Towne grant of Kittery vnto the said Thomas Spencer & Humphery Chadborne as appeares by Record Pag : 6 : 1652 the one Called by the name of Tom Tinkers Swamp & the other by the name of the great Swamp next aboue the said Tom Tinkers Swamp which Swamp lyeth

BOOK II, FOL. 80, 81.

and is within the Towne Ship of Kittary aboue said Now  
 these p'sents witeseth that I the said Thomas  
 Spencer for and in Considaratjon of y<sup>e</sup> loue and  
 To naturall affection that I Beare vnto my Sonn  
 his Son Willjam Spencer haue giuen and Granted vnto  
 the said Willjam Spencer all my right and Title of the Tym-  
 ber Now Remaining in the aboue said Swamps Called by the  
 name of Tom Tinkers Swamp and the greate Swamp next  
 aboue & is Ling in y<sup>e</sup> afore said Towne of Kittary In the  
 County of yorke : Exepting y<sup>e</sup> on therd part of my Right of  
 ach Swamps belonging to my wife Patience Spencer. To  
 haue & to hould for euer in as large and Ampell maner to all  
 constructyons as I the said Thomas Spencer can or may  
 Estate and grant the same Waranting the said Willjam  
 Spencer Against all parsons Lawefully clayming from by or  
 vnder me the said Thomas Spencer or vnder my Estate or  
 Title in wittnes whereof I haue herevnto Sett my hand and  
 Seale euen the seuen and Twentyth of Dasembar in the  
 yeare of our Lord god : 1669 [81] One Thousand Six hun-  
 dered Sixty and Nyne : 1669.

The word greate wase Intered      The Marke of      <sup>seale</sup>  
 In y<sup>e</sup> Presence      Thomas  Spencer 

Signed Sealed and Delivered

in the presence of :

Thomas Sandord

The mark  of

John Gattensby

Thomas Spencer apeared before me and acknowledged this  
 deed as is aboue Exprest this 24 of June 1670

Richard Waldin Com̃ss


That written on the other side with that aboue written is a  
 true Coppy Transcribed out of the Oridginall this 27<sup>th</sup> of  
 June 1670 p Peter Weare Re cor :

Book II, Fol. 81.


Know all men by these presents y<sup>t</sup> I Morgan Howell of Ceap Porpus planter in the prouince of Mayne haue for valliable som of Thirty fue Pounds Bargained sold and sett ouer and by these presence doth for himselfe his heyres and assignes and Executors hath Bargained sold & assigned vnto Ensigne

Howell	John Barette late of Wells but now at Ceap Por-
To	pus in y <sup>e</sup> same Prouince planter Three score and
Barrett	Tenn acres of vpland & marsh that the said

Morgan had by a grant from M<sup>r</sup> George Cleves onley the said Morgen doth reserue for him self Tenn acres or there abouts of marsh that lyeth below the greate Branch of the Reuer betweene that and the sea which is part of the Three score and Teen acres and the said Barrett is to begine at an old Wigwame that once Goody Trot did make and lue in and soe in Breadth to the mayne Reuer and then to Rune vp the Reuer Thirty Pooles in Breadth towards the head till it be Compleated Alsoe y<sup>e</sup> said Morgen hath sold the said Barrett forty acres of vpland y<sup>t</sup> he had given him from y<sup>e</sup> Towne of Ceap Porpus Joyning to the head of the marsh that is mentjoned Before begining at a line which wase marked out when Morgen geau the said Barratt Possesjon which wase before Lif Jo<sup>n</sup> Sanders & John Pudington runnge ouer a Certayne fresh Watter broke with all the Previlidges and appurtynances therevnto belonging quietly & peasably to posses to him his heyres Executors and assignes for euer and for the True performance heareof I haue heare vnto sett my hand and seale this 16<sup>th</sup> of June i666 Sealed Signed and deliuered/

Morgen Howell  
in the presence of vs :/ his owne  marke

Willjam  Colle his owne/  
marke.

Thomas  Cosens his owne  
mark :

Vpon the thirteenth day of June 1670 Willjam Colle tooke oath that he was a wittnes to y<sup>e</sup> signing sealeing & deliuering

BOOK II, FOL. 81.

of this Instrument by Morgen Howell vnto John Barratt the  
pson within exprest

Before me Brian Pendleton

Commissioner

This aboue with the pt on the other side is a True Coppy  
taken out of the oridginall this 28 of June 1670 p Peter  
Weare Re : Cor.

To all Christean people to whom this Present writeing  
shall come, I Tobias Taylour of the Yles of shoales send  
Greeteing, In our Lord god Everlasting &c: Know yee y<sup>t</sup> I

Taylor	Tobias Taylo <sup>r</sup> for diverse & sundrey considera-
To	tions mee here vnto moueing, as alsoe for the
Fryer	Consideration of Twenty foure pounds to mee

In hand payd, w<sup>o</sup>f I doe acknowledg the full  
receipt thereof, & every part & Prcell there of, haue bargained sould & sett over, & by these Presents doe bargain sell & sett over vnto Mr Natha<sup>l</sup> ffryer of Pischataq, all that dwelling house with the priuiledges there to belonging or apprteyning, which house with the appurtenances is scituate lijng or being vpon Malligoe Yland on the Yles of shoales, & now in the Tenour & occupation of the sd Nathall Fryer his assigne or assignes, & first bujlt by Mathew Ham my prædecessōr to haue & to hould the aforesd demised premisses with the appurtenances vnto the sd Nathall Fryer his heyres & assignes for ever more; And the sd Tobias Taylour doth promiss hereby for him selfe his heyres executors administrators & assignes, that the sd Nathall ffryer his heyres executors or assignes shall quietly & peaceably Inioy the aforesd demised premisses, & every part & Prcell thereof from the lett molestation or hinderance of any Prson or Prsons w<sup>o</sup>soever, that shall lay a Right title or Interest to the aforesd Demised Premisses, or any part or Prcell

Book II, Fol. 81, 82.

thereof, as witness my hand & seal this seaventh day of  
July Anno : Dom̃ : 1670 :

In the Presence of

Arthur Clapham/  
Ambrose Shirborne/  
Andrew Cranch/

The sign of

Tobias **T** Taylour/(<sup>his</sup> seal)

This Instrument or writeing aboue  
expressed, was acknowledged by  
Tobias Taylour to bee his Act &  
Deed before me this 7 : July :  
70 : John Cutt Comssio<sup>r</sup>

vera Copia of this deed aboue written with the acknowl-  
edgm<sup>t</sup> transcribed out of the originall & there with compared  
this 21<sup>th</sup> of July 1670 : p Edw : Rishworth ReCor

[82] This Indenture mayd the two and Twentieth day of  
May, In the yeare of our Lord one thousand six hundred sixty  
& foure/ Witnesseth that I ffrancis Littlefejd Junjo<sup>r</sup> of the  
Town of Wells, In the County of Yorke, In New England  
house Carpenter, & Meribah my now wife for an In consid-  
eration of the full & whoole some of six pounds & acceptable  
pay in New England, vnto us in hand payd or secured to bee  
payd by the hands of John Gattensby of the same Town &  
County planter, before the sealeing & Delivery of these  
Presents, y<sup>e</sup> receipt whereof Wee the sayd Francis Littlefejd  
& Meribah my now wife wee do hereby acknowledg, & of  
every part & Prcell thereof, shall acquitt the sayd Gattensbie,  
wee haue alienated, barganed, & sould, & by these Presents  
doe alienate, bargan, & sell vnto the sayd Gat-  
tensby, his heyres executors, or assignes, all our  
Right & Title of that Tract of vpland, & Marsh  
with all the appurtenances thereto belonging at a  
place Called, or known by the name of Totnocke, & the  
Willows belonging to the Town shipp of Wells, & all there,  
or neare there abouts, it being the fovrth part of a Tract of

Littlefield  
To  
Gattensby

BOOK II, FOL. 82.

vpland & Marsh given & granted vnto Robert Wadleigh, Thomas Littlefejd, Thomas Mills, & my selfe Fran : Littlefejd Juor by the freemen of Wells at a Legall Town Meeteing, the seauenth of Septemb<sup>r</sup> in one thousand six hundred fuety nine as It is recorded in the Town Records of Wells/. It being for my fourth part Two hundred Acers of vpLand, & tenn Acers of Marsh, w<sup>h</sup> is by estimation tenn Acers of Marsh, w<sup>h</sup> is by estimation tenn Acers of Marsh, as Wee haue been rated for, with out any lett, denjall, interruption, molestation or disturbance or putting of him the sd Fran : Littlefejd or his wife, his heyres executors or his assignes/ In witness w<sup>o</sup>f Wee the sd Francis Littlefejd Jūjo<sup>r</sup> & Meribath my wife aforesd, haue here vnto sett o<sup>r</sup> hands & seals the day & yeare aboue written/

Sealed & Delvered In

Francis Littlefejd (<sup>his</sup> seal)

the Prsence of us/

Joseph Bolles/

Morgan Howell

his marke *MH*

ffrancis Littlefejd Junjo<sup>r</sup> owns this Instrument to bee his Act & deede & Meribah Littlefejd his wife renders vp her Right of Dowry & 3<sup>d</sup>/

Acknowledged In Court July 8 : 1670 : before

Edw : Rishworth ReCor :

A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 18 : day of August 1670 : p Edw : Rishworth ReCor :

Decemb<sup>r</sup> 7 : 1659 :

Wells Town  
To  
Wadleigh  
F & T. Littlefield  
& Mills

Given & granted by the freemen of the Town of Wells, at a Legall Town Meeteing vnto Robert Wadleigh, Fran : Littlefejd Junjo<sup>r</sup>, Thomas Littlefejd & Tho : Mills, a Certen Tract of vpland & Marsh lijng at a place commonly Called Totnocke, that is to say all the right y<sup>t</sup> the Town hath thereof,

BOOK II, FOL. 82.

the Marsh y<sup>t</sup> is at Totnocke, & the Willows, with two hundred acers of vpland, a peece as Convenjent to y<sup>t</sup> Marsh as may bee/ Joseph Bolls Town Clarke/

A true Coppy of this Town grant transcribed out of y<sup>e</sup> originall & y<sup>t</sup> with compared this 18 : of August : 1670 : p Edw : Rishworth ReCor :

Know all men by these Presents, that Thomas Littlefeild of Wells with in the County of Yorke Planter, In consideration of a valewable some of six pounds  
Littlefeild      haue barganed & sould vnto John Gattensby  
To               Planter, of the sayd Town & County & by these  
Gattensby      Presents I Thomas Littlefeild doe bargan sell & make ouer vnto y<sup>e</sup> abouesd Gattensby, his executors administrators or Assignes, all my right & title from mee my heyres, successors or assignes for ever, to my grant from the freemen of the Town of Wells at a Legall Town meeteing, of a Certen Tract of vpland, contayneing two hundred Acers of vpland lijng & being about Totnocke, next & Convenjent to those Marshes, with the fourth part of y<sup>e</sup> Marsh y<sup>t</sup> is there abouts, & at the Willows, as my grant is in the Town Records of Wells, which I haue been ever since rated for, tenn Acers of Marsh there & haue paid Itt, which I do therefore expect Tenn Acers from the Town of Wells/ & In consideration hereof, I do sett to my hand & seale this 30 : day of Aprill 1664 :

Sealed signed & delivered

Thomas Littlefeild

In the Presence of us/

his marke  (his  
seale)

Joseph Bolls/

Mary Bolls her marke



Sam<sup>l</sup> Bolls/

This Instrument was acknowledged to bee the Act & Deede of Thomas Littlefeild this 6 : of July : 70 : before mee  
Richard Walden Commissio<sup>r</sup>

BOOK II, FOL. 82.

A true Coppy of this Instrument or deede aboue written  
transcribed out of the originall & there with Compared this  
19 : of August 1670 : p Edw : Rishworth ReCor

To all Christean people to whom this Present writeing  
shall come greeteing/ Know yee that I Nathanjell Wharffe  
who married Rebeckah Mackeworth the Elldest daughter of  
Mr Arther Mackeworth deceased, for diverse good causes &  
Considerations mee therevnto moueing, vidz<sup>t</sup> as well for the  
loue & affection w<sup>ch</sup> I beare vnto my brother in law ffrancis  
Neale, as likewise for the Prevention of trouble & discontent

that hereafter may arise betwixt us, or ours, doe  
by these Prsents for my selfe my heyres execu-  
tors or assigns for euer acquitt, & absolutly  
remise all such right Title Interest or demand, I  
haue, might haue or out to haue in or two all or any part of  
Land or Marshes which hee the sayd ffrancis Neale now  
possesseth & Inioyeth, for which Land and Marshes the sd  
Francis Neal hath received a grant or Instrument bearing  
date the eight & Twentieth of March one thousand six hun-  
dred fuetty eight, from my mother In law, Mis Jane Macke-  
worth in w<sup>ch</sup> deed or Instrument is expressed, the boundarys  
of the aforesayd Land & Marsh which I the afore sayd  
Nathanjell Wharffe haue & do by these Presents for my selfe  
my heyres executors & assigns, for euer acquitt all Clajme  
title demand or Interest in or to as before expressed/ in  
witness of the treuth of the aboue sayd written premisses,  
I the aboue named Nathaniell Wharfe haue herevnto sett my  
hand & seal this 19<sup>th</sup> of June 1666 :

Signed sealed & delivered

In the Presence of us

Robert Corbine/ Richard Martine  
his marke/

Nathaniell Wharfe


his marke

  
(his  
seal)

Book II, Fol. 83.

[83] I Rebeckah Wharffe the wife of Nathall Wharffe  
y<sup>e</sup> wife of Nathall Wharffe do giue my free Consent vnto the  
aboue written Premisses, & do acknowledg it to bee my Act  
& deede likewise as Witness my hand this 20<sup>th</sup> of June 1666 :

In the Presence of us/  
this 20th of June 1666 :  
Robert Corbine

The marke of Rebec-  
kah Wharffe 

Richard Martine

his marke



This Instrument was Attested by the  
witnesses Robert Corbine & Rich-  
ard Martine to bee the Act & deed  
of Nathaniell Wharffe & Rebeckah  
wife in the Presence of us acknowl-  
edged the same/ witness our hands/  
p Curiā :

A true Coppy of this Instru-  
ment transcribed out of the  
originall & therewith com-  
pared this 9th day of Septemb<sup>r</sup>  
1670 : p Edw : Rishworth ReCor :

Hene : Jocelyn Just pe :  
Fran : Hooke Jus : pe  
William Phillips Jus : pe

To all Christean people vnto whom these Prsents shall  
come/ I Sarah Gunnisson widdow, late wife & executrix  
vnto Hugh Gunnisson deceased, late of Pischataq River in  
new England, send greeteing in the yeare of our  
Lord god euerlasting, one thousand six hundred  
& sixty : Know yee that I y<sup>e</sup> sd Saraih Gunnisson  
being in good & Pfect mind & with out fraude  
or deceit, for diverse good causes & Considerations mee  
here vnto moueing, haue given granted & Confirmed, & by  
these Presents do give grant & Confirme vnto William Seely,  
& William Rogers my loueing sunn in Laws, all & singular  
my right title & Interest vnto a Certen necke of Land liyng  
& being on the North West side of spruse Cricke, at the  
entering into the mouth of Crooked Lane, as alsoe a little

Sarah Gun-  
nison To  
her Sons in Law  
Sealy & Rogers

Ysland scituated & being in the sayd spruse Cricke, commonly known & Called by the name of Grantūs Ysland, except two acers of vpland on the sayd Necke of Land as appears by an agreement between my late Husband Hugh Gunnisson & the sayd William Seely, & William Rogers more at large/

To haue & to hould, to him or them, his or their heyres, executors, administrators or assignes, to the onely proper vse & behoofe of them thejr heyres executors & assignes for ever, freely peaceably quietly to Inioy, with out any manner of relation, challenge or Consideration of mee the sayd Saraih Gunnisson my heyres, executors administrators or assignes, or any Prson or Prsons by my meanes title or procurement in any manner or wise, or with out any Accōpt reckoning, or answere y<sup>r</sup> of, to mee or in my name to bee given rendered or done in tyme to come, soe y<sup>t</sup> neither I the sayd Saraih Gunnisson my heyres executors or assignes, or any Prson or Prsons by or for us, or in our name, or by the means of us, or any of us at any tyme or tymes may aske clayme challenge or demand in or to the sayd p<sup>r</sup>misses, or any part or pcell thereof, any title or Interest vse or possession, except the two Acers before excepted, but from all Actions of right, title Interest vse possession or demānd there of, Wee and euery of us to bee vtterly excluded & for euer debarred by these Presents, & I the sayd Saraih Gunnisson my heyres executors administrators & assignes, all the sayd necke of Land & Ysland aboue mentioned with y<sup>e</sup> appurtenāces thereto belonging, vnto the sayd William Seely, & William Rogers thejr heyres & assignes to thejr vse as aforesayd, against all people, shall warrant & defend by these Presents, of w<sup>h</sup> Land my late husband Hugh Gunnisson putt the sayd William Seely & William Rogers in quiett & peaceable possession In his life tyme, by the delivery of the sd Necke of Land & Ysland vnto them In witness w<sup>o</sup>f I the sayd Saraih Gunnisson haue here vnto putt my

hand & seale this 20<sup>th</sup> day of July the yeare first aboue  
written/

Sealed signed & Delivered

Sarah Gunnisson (<sup>her</sup>seale)

In these Presents of us/

Nicho : Shapleigh/

William Pitt/

This Deede of sayle recorded the  
14<sup>th</sup> day of October 1663 : in  
the Town booke of Kittery by  
mee Humfrey Chadborne

Town Cle<sup>r</sup> :

Mr Sarah Morgan owneth this Instrument aboue written  
to bee her Act & deede the eight day of Septemb<sup>r</sup> 1670 :  
before mee Edw : Rishworth assotiate/

A true Coppy of this Deed or Instrument aboue written  
transcribed out of the originall & there with compared this  
13 : day of Septemb<sup>r</sup> 70 : p Edw : Rishworth ReCor :

These Prsents testify, that I Nathaniell Fryer of Ports-  
mouth In Pischataqua River M<sup>r</sup>chant for & in Consideration  
of Twenty fue pounds to mee in hand payd by Roger Kelly  
of the Yles of shoals fisherman, before the Insealeing hereof,  
do hereby bargan sell aliene Assigne & sett over vnto the  
sayd Roger Kelly all that my house, houseing fish house,  
stage, flakes, & flake Rowme &c : & all the appurtenances  
there vnto belonging on smuttinoss Yland on the Yles of  
shoales to haue & to hould the same which I bought of Mr  
Edmund Pickard, vnto him the sd Roger Kelly his heyres  
executors administrators or assignes for ever, & the sayd  
Nathaniell Fryer, for him selfe his heyres executors &  
administrators & for every of them doth hereby Covenant  
& promiss to & with the sd Roger Kelly his heyres execu-  
tors administrators or assignes & with euery of  
them that at or before the Insealing hereof hee  
standeth seazsed & possessed of all the aboue  
mentioned premisses in a good estate of fee sym-

Fryer  
To  
Kelly

ple, & further the sd Nathaniell Fryer for him selfe his heyres executors administrators & for euery of them, doth hereby covenant & promiss to & with the sd Roger Kelly, his heyres executors administrators or assignes, & with every of them to defend the Title thereof vnto him the sd Roger Kelly his heyres executors administrators or assignes against all Prsons w<sup>h</sup>soever, & furthe. the sd Roger Kelly is to moore his boate or boates at the sd Nathaniell ffryers Chayne vntill hee take it vp at fve shillings a season cheaper then any other doth pay a boate, & when the sd Nathañll Fryer doth take up his chayn and Anker the sd Roger Kelly, his heyres executors administrators or assignes is to haue & Inioy the sayd Mooreing place wholly to his & there proper vse, for-euer/ [84] In witness w<sup>h</sup>of I haue here vnto sett my hand & seale, dated In Portsmouth aforesayd, this fifthteene day of July Anno Dom<sup>i</sup>: one thousand six hundred sixty & eight, & In the Twentieth yeare of the Reign of o<sup>r</sup> Sovereigne Lord Charles the secund King of England, Scottland France, & Ireland Defend<sup>r</sup> of the faith/ 1668 :

Signed sealed & Delivered/ Nathaniell Fryer (<sup>his</sup> <sub>seale</sub>)

In the Prsence of us/

Jo : Harvie/ A true Coppy of this Deed transcribed  
Ric : Styleman/ out of the originall & there with  
compared this 13 : of Septemb<sup>r</sup> 1670 :  
p Edw : Rishworth ReCor :

The Deposition of ffancis Robinson aged fuety Two yeares, or there abouts sayth, that w<sup>as</sup> hee this Deponent was resident In Sacoe in the yeare 1631 : & being at a Generall Court held for the Province of Mayn In the yeare 1643 : or there abouts, at w<sup>h</sup> Court there came orders from the then Ld proprietor of the sd Province vnto his Commissio<sup>n</sup> & the sd Court, for bounding out severall grants granted

Robinson's  
Deposition  
about  
Camocks  
Land

formerly & Prticularly, for the bounding out of a Patent granted to Cap<sup>t</sup> Thomas Cañacke, then in the possession of Mr Henery Jocelyn, by vertue of w<sup>h</sup> order I the sayd Deponent, being then a Magestrate for the sayd Province, & John West being a Deputy for the Country were appoynted by the sayd Court to lay out the bounds of the sayd grant, w<sup>h</sup> according to the best of my skill & knowledg was done the bounds being on the Easterly side of the River Called Mills his River, & neare to the sayd Mills his house on the other side of the sd River, & from thence to goe to Spurwinke to a Marsh that lyeth vp the River of Spurwinke, to y<sup>e</sup> sd Marsh being on the Westerly side of the sd River, of Spurwinke & neare about a mile from the Mouth of the sayd River/ which bounds this Deponent hath taken notice of to bee the bounds of the sd Pattent, for the space of Thyrtty five yeares or there abouts/ & farther sayth not/

Taken vpon oath this 7th of Septemb<sup>r</sup> 70 : before us/

Daniell Denison

This Deposition transcribed out of the Edw : Tyng/

originall & there with Compared this 22 :

day : of Septemb<sup>r</sup> 1670 : p Edw : Rishworth ReCor :

Know all men by these Presents that I Thomas Cañocke of Black Poynt in the Province of Mayn in New England In America Gentlẽ: for diverse good Causes & Considerations therevnto mee especially moueing, as alsoe for the some of fiety pounds sterlg, to mee in hand payd before the Insealing & delivering of this Present Deede, do at this tyme declare my last will & testament/ where in next after my soul bequeathed into the hands of Almighty god my sauio<sup>r</sup> & Redeemer, I doe freely & for the Causes abouesd, giue & bequeath all my lands at Bla<sup>ˆ</sup>: Poynt afore sayd together with all my buidlings, goods Cattle & Chattles, & all other my Prsonall Estate w<sup>ˆ</sup>soever, vnto my well beloved freind

BOOK II, FOL. 84.

Hene : Jocelyn Esq<sup>r</sup>, to bee by him possessed Immediately after my decease out of this life, & after the decease of Margerett Cammocke my now wife, & from thence forth to bee his own Lands & goods for ever, to him his heyres & assignes, according to the true intent & meaneing of these

Presents, for w<sup>h</sup> cause I the sd Thomas Cammocke haue appoynted this my last Will to bee made by deed Irrevocable; And for the true Prformance hereof I do bind my selfe & my wife

Margerett in the sume of one hundred pounds Sterling, vnto the sd Hene : Jocelyn his heyres & assignes, provided always I Thomas Cammock do reserve onely out of this my deed of gyft, fye hundred Acers of the sayd Lands to bestow at my pleasure, the bonds thereof to begin at the River of Spurrwinke, & soe taking the breadth y<sup>o</sup>f vp the sayd River, soe fare as the bounds of my Pattent goeth, & soe towards blac : Poynt till fye hundred acers bee ended; And alsoe all my part of Cows & rother Cattle now in my possession; And for all the rest of my lands & goods aforesd, I do agajn vpon Mature deberation bestow at the tyme aforsayd vpon the sayd Hene : Jocelyn, whom I do by this my deed declare to bee my heyre of all my lands & goods, except before excepted in this Present Deede. In witness w<sup>o</sup>f, I the sd Thom<sup>s</sup> Cammocke with the free Consent of my wife Margerett haue caused this Present writeing to bee my Act & deed & haue therevnto subscribed both our hands & seales this 2und day of Septemb<sup>r</sup> 1640 :

Sealed & Delivered with one      Thomas Cammock (<sup>his</sup>)  
bason of Olcumy in lew of      Margerett Camock (<sup>he</sup>)  
all the Rest, the Property of      (<sup>seal</sup>)  
w<sup>h</sup> was altered In the Presence of vs/  
George Cleeeue  
Richard Tucker/

A true Coppy of this Instrument or Deede of gyft transcribed out of y<sup>e</sup> originall & there with Compared this 20<sup>th</sup> of Septemb<sup>r</sup> 1670 : p Edw : Rishworth ReCor :

BOOK II, FOL. 84, 85.

These are to Certify that the 23<sup>th</sup> of May 1633 : Cap<sup>t</sup> Walter Neale did according to order directed from the President & Counsell of New England deliver possession vnto Cap<sup>t</sup> Thomas Camocke of all the Lands Contayned in a Pattent granted vnto the sd Thomas Cammocke dated the prime of Novemb<sup>r</sup> 1631 : consisting of fueteen hundred Acers being bounded to the Southward with the Bay of Sacoe, on the Westward with bla<sup>~</sup> Poynt River, [85] To the Eastward with the small brooke Called Spurwinke, & soe running vp one mile from the Entrance, & on the West side of the sayd Spurwinke, & from thence crossing over with a streight lyne to the nearest part of the aforesayd bla<sup>~</sup> Poynt River, is appoynted the Northern Lymitts/ In testimony w<sup>o</sup>f I haue here vnto subscribed/

Witnesses to the Delivery of the  
possession/ p mee John Winter  
Abraham Shurt/ The marke of

Wa : Neale/

Richd Smyth 

A true Coppy of this Instrument of delivery aboue written transcribed out of the originall, & y<sup>r</sup>with Compared this 22 : Septemb<sup>r</sup> 1670 : p Edw : Rishworth ReCor :

Sacoe In the

Provence of Att a Court houlden there 18<sup>th</sup> of Octob<sup>r</sup> 1643 :  
Mayne/

Where as Cap<sup>t</sup> Thomas Cammock of Bla<sup>~</sup> Poynt Gentle<sup>~</sup> lately dyed in y<sup>e</sup> West Indeas, haueing by a Certen Writeing vnder his hand & seal being both his will & deede Irrevocable bearing date the secund day of Septemb<sup>r</sup> 1640 : for the Consideration therein expressed given vnto Hene : Jocelyn Esq<sup>r</sup> all his Lands at Bla<sup>~</sup> Poynt aforesd, togeather with all his bujldings goods chattles & all other his Prsonall estate,

BOOK II, FOL. 85.

whatsoever, to bee possessed by the sd Henery Jocelyn his heyres or assignes immediatly after the decease of the sd

Main Pro:  
about  
Camock's  
Estate

Thomas Cammock & Margerett his wife, reserving onely to the sd Thomas Camock out of the sd Deede five hundred Acers of the sd Land to

bestow at his pleasure, the bounds thereof to begin at the River of Spurwinke, & soe taking the breadth thereof vp the sayd River soe fare as the bounds of the sd Thomas Camock extend, & soe towards bla<sup>̃</sup>: Poynt till five hundred acers bee ended: And alsoe all his part of Cows & Ruther Cattle then in his possession, as in & by the sd deede more at large It doth & may appeare/ And w<sup>as</sup> the sd Thomas Cammocke made noe other will that Wee know for the disposing of the Lands & goods reserved out of the sd deede, an Inventory w<sup>of</sup> is here vnto annexed: Wee y<sup>fore</sup> the Assistants of this province, do hereby ordayne the aforesd Margerett his wife to bee administratrix of the sd Lands & goods & to pay the debts of the sd Tho: Camock if any bee & if any thing remajn the debts being payd, the sd remajnd<sup>r</sup> to come to the sd Administratrix, & for confirmation here of, Wee haue sett two our hands & the seale of this Province, the day & yeare first aboue written/

Rich: Vines Dep<sup>y</sup> Gov<sup>̃</sup>/

Roger Garde ReCor:

A true Cappy of these letters of Administration transcribed out of the originall & there with Compared this 22: day: of Septemb<sup>r</sup> 1670: p Edw: Rishworth ReCor:

Inventory  
of  
Camocks  
Estate

A Cappy of an Inventory of such Lands goods & Chattles as Cap<sup>t</sup> Thomas Cammock was possessed of in his own Right at the tyme of his death, taken & prized by Richard Foxwell & William Smyth the 14<sup>th</sup> day of Octob<sup>r</sup> 1643:

## BOOK II, FOL. 85.

Inp <sup>r</sup> five hundred acres of Land at Bla <sup>~</sup> Poynt valewed at.....	080	00	0
If all his part of the Cows & ruther cattle vidz <sup>t</sup> one yoa <sup>k</sup> of oxen .....	018	00	0
If more Two Cows 9 <sup>th</sup> 0 0 one yearling heffer 50 <sup>s</sup> .....	011	10	0
If more one Heffer Calfe at 01 10 0.....	001	10	0
	<u>058</u>	<u>00</u>	<u>0</u>

Richd Vines Deputy Gou<sup>er</sup> Roger Garde ReCor :

A true Coppy of this Inventory transcribed out of the  
Originall & y<sup>r</sup> with Compared this 22 : Septemb<sup>r</sup> 70 :

p Edw : Rishworth ReCor :

To all to whom these Presents shall come Sir Frandinando Gorges Knight, Lord of the Province of Mayn with in the Territorys of New England in America sendeth greeting ; Where as Cap<sup>t</sup> Thomas Camocke of Bla<sup>~</sup> Poynt with in the Province of Mayn, haueing taken notice of the pouer of his Maj<sup>ty</sup> letters pattents, granted vnto the sd Sir Fardinando Gorges & his heyres vnder the great seale of England, w<sup>th</sup>by hee & they are made absolute Ld & Lords of the sd Province & being minded to show him selfe conformable as becometh his Maj<sup>ties</sup> Leige people vnto the pouer & authority Conferred vpon the sayd Sir Fardin : Gorges over all the Lands with in the sayd province, & over all manner of Prson and persons w<sup>th</sup>soever resident with in the Lymitts & hæreditaments liing with in the Lymitts and præcincts of the same province/ Although It bee by lawfull grant from the Counsell of New England, yet are all such Prson & Prsons since the granting & creating of the sayd province, to hould the same Lands a new of the sayd Sir Fardinado Gorges & his heyres as absolute Lord of the sayd Province/ And therefore the sayd Cap<sup>t</sup> Cammock houlding & claymeing to hould fueteen hundred Acers of Land with in the Lymittes & præcincts of y<sup>e</sup> sayd province of Mayne neare to a Certen place there called by the name of Bla<sup>~</sup> Poynt which were heretofore granted vnto him by the Covnsell of New England, vnder there coman seale by writeing Indented beareing date the first day

of Novemb<sup>r</sup> 1631: & in the seauenth yeare of his Maj<sup>ties</sup> Reign that now is/ Wherevpon the yearly rent of Twelue pence p hundred for every hundred Acers thereof w<sup>h</sup> shall bee in vss is reserved, hee the sd Cap<sup>t</sup> Thomas Camock hath been an humble sujter vnto the Lord of the sayd province to grant settle & Confirme the sayd fiuteen hundred Acers of Land vnto him the sayd Cap<sup>t</sup> Thomas Commock with all the priuiledges & profets belonging to the same which are mentioned in the sd recited writeing indented, and hath likewise been an humble sujtor vnto his Lordship for a grant of those two Yslands or Yseletts called by the name of Strattons Yslands, lijng neare & abutting vpon Bla<sup>̄</sup>: Poynt, aforesayd towards the South, not formerly granted to any other Prson/ & his Lordship takeing into Consideration the Conformity of the sayd Cap<sup>t</sup> Thomas Camock, & how necessary the sd Yslands may bee for him, & fitting for the vse of his plantation, & for the fishing Trayd there w<sup>h</sup> is fitt to bee cherished/

Now y<sup>r</sup>fore know yee that the sayd Sir Fardin: Gorges being absolute Lord of the sayd province of Mayne is well pleased to grant & Confirme, & by these Presents doth grant & Confirme, vnto the sayd Cap<sup>t</sup> Thomas Cammock & his heyres as well all those two Yslands or Iseletts with the appurtenances called Strattons Yslands as alsoe all the sayd fiuteen hundred Acers of Land with appurtenances [86] before specifyd, to bee formerly granted to him the sayd Captaj<sup>n</sup> Thomas Cammock as aforesayd, and for the better explanation of the sayd former grant of the sayd fiuteen hundred acers of Land, & for the better & more sure Confirmation thereof, & of every part & Prcell there of with the appurtenances vnto him the sayd Cap<sup>t</sup> Thomas Cammock his heyres & assignes which hath been inioyed, or ought to bee by him Inioyed with out Interruption of any Prson or Persons whatsoeuer according to the Prescribed meatt & bounds thereof, ever since the first takeing possession thereof, the same or any part there of his Lordshipe hath thought it

requisite to decayre that the sayd fueteene hundred acers of Land shall extend and bee extended in Length & breadth according to the meatt & bounds thereof, as the same haue heretofore been sett out by Captajñ Walter Neale, & now are here in these Presents for the more certenty there of discribed accordingly that is to say all that Prcell of ground or Necke of Land with the appurtenances contayneing & to contayne fueteen hundred Acers as the same are bounded on the Southerne part thereof, with the Bay of Sacoe, & on the Western part thereof with Bla<sup>~</sup>: Poynt River, & on the Easterne part there of with a small brooke, called Spurwink, & soe runneing vp & to extend the space of one Mile from the Entrance of the sayd brooke, along the West side of the same brocke, and from the end of that Mile to cross over Land by a streight lyne vnto the nearest part of the River of bla<sup>~</sup>: Poynt which is to bee reputed the Northerne Lymitts of the sayd fueteen hundred Acers of Land: to haue & to hould all these the sayd two Islands & Isletts called Strattons Yslands, & alsoe all these the sayd fueteen hundred Acers of Land, Woods & Wood grounds with the appurtenances to the same belonging & all quarries of Stone Marshes Waters Rivers and Lakes, & alsoe all Royaltys of Hawking hunting fishing & fowling, with in the lymitts & bounds of the sayd fueteen hundred Acers of Land, and the sayd Yslands & euery part & Prcell thereof with the appurtenances & whatsoever, and alsoe all mines & Mineralls, & all Trade of what nature & kind soeuer, & all priuiledges profetts & comoditys whatsoever, in & by the sayd recited writeing indented granted or mentioned or Intended to bee granted or otherwise inioyed or to bee inioyed with in the Royaltys & lymitts thereof togeather with the fish & fowle there to bee had & taken, vnto him the sayd Captajñ Thomas Camock his heyres & assignes, To the sool & proper vse & behoofe of him the sayd Cap<sup>t</sup> Thomas Cammock his heyres & assignes for ever/ In free & Coman soccage for &

vnder the yearly rent of Twelue pence the hundred for every hundred acers thereof which shall from tyme to tyme, & at any tyme hereafter bee Inclosed or conuirted vnto Tillage: The sayd Twelue pence p hundred to bee payd vnto Sir Fardinado Gorges Lord of the sayd Province his heyres or assignes, or to his or there Rent gatherer or Rent gatherers for the tyme being with all the arerages thereof vpon six Moenthis warneing whensoever the same shall bee required/

And Lastly, his Lordshipe by the Teno<sup>r</sup> of these Presents, doth declare that his will & pleasure is that noe Prson or Prsons whatsoever shall from hence forth Prsume to interrupt the sayd Cap<sup>t</sup> Thomas Cammock his heyres & assignes in the frujtion of this fueteen hundred acers of Land, or of the sayd Yslands called Strattones Yslands or of any part or Prcell there of, or of any of the Lybertys priuiledges or profetts granted or confirmed vnto the sayd Cap<sup>t</sup> Cammocke or Intended to bee granted & Confirmed vnto y<sup>e</sup> sd Cap<sup>t</sup> Thomas Cammocke, vpon payne of his Lordships displeasure, or such punishment as hee hath ordayned to bee Inflicted vpon any delinquent for such Presumption; In Confirmation of all which the Premisses, the sayd Sir Fardina: Gorges hath sett his hand and seale at Armes vnto this Present deed or grant/ dated the fueteenth day of March In the sixteenth yeare of the Reign of our Soveragin Lord Charles by the grace of god King of England Scotland France & Ireland Defend<sup>r</sup> of the faith &c: Anno Dom<sup>i</sup>: 1640:

Sealed & Delivered In the

Farde: Gorges (<sup>his seale</sup>  
at Armes)

Presence of

Thomas Morton/

John Catchmay/

A true Coppy of this deede grant or Instrument aboue written transcribed out of the originall & there with compared word for word this 24: of Septemb<sup>r</sup> 1670: p Edw: Rishworth ReCor:

[87] To all Christian people to whom this Present writing Indented shall come/ The Counsell for the affayres of New England in America send greeteing in our Lord god euerlasting; Whereas King James of famous memory late King of England Scotland France & Ireland, by his highness letters Pattents, & Royall grant vnder the great seale of England, bearing date the third day of Novemb<sup>r</sup> In the eighteenth yeare of his Reign of England France & Ireland &c: for the causes therein expressed did absolutely give

Plym : Councill  
To  
Camock

grant & confirme vnto the sayd Covnsell for the affayres of New England in America & thejr successors for euer all the land in New England in America lijng & being from fourty to fourty eight degrees of Northerly Latitude, & in length by all that breadth aforesayd from sea to sea through out the Mayne Land together with all the woods Waters Rivers soyles Havens Harbours Yslands & other Commodities whatsoever, y<sup>r</sup>vnto belonging, with diverse other priuiledges, preheminences profetts & Lybertys by sea & Land as by the sayd letters Pattents (amongst other things contayned) wherevnto due relation being had more at large It doth & may appeare/ Now know yee, that the sayd Counsell by vertue & authority of his sayd late Maj<sup>ties</sup> letters Pattents, & for and in Consideration that Cap<sup>t</sup> Thomas Cammok and his assotiates haue for this two yeares last past lived In New England aforesayd, & haue there Inhabited planted & bujlt In the Countrey of New England aforesayd some convenjent houseing, & for that hee hath ventered him selfe, hazarded his life, & expended severall somes of Money in the more ample discovery of the Coast & Harbours of those parts, & is for the æffecting of soe good a worke minded to vndergoe the further Charge of settleing him selfe, his family & frejnds in those Parts/ In consideration w<sup>o</sup>f & for the better Incoragement of the sayd Captaj<sup>n</sup> Thomas Camocke & his sayd Assotiates and assignes, & other good causes & Considerations the sayd Counsell there vnto moueing, haue given granted allotted assigned & Con-

firmed, and by these Presents do fully clearly & absolutely give grant allott assigne and Confirme vnto the sayd Cap<sup>t</sup> Thomas Cammock, his heyres associats & assignes for ever, All that one thousand five hundred acers of Land, scituate & bordering vpon the East side of the River commonly called or known by the name of the River of Bla<sup>nt</sup>: Poynt, or by what soever other name or names the same is or haue beene or hereafter shall bee called or known: by which the lyberty of fishing & fowling in & vpon the sayd River of Bla<sup>nt</sup>: Poynt Eastward, soe fare as the extent of the lymitts lyeth, togeather with all the shoares Crickes bays or Havenes and Coasts long the sea or vp In the Land, with in the bounds & lymitts of the sayd one Thousand five hundred Acers of Land, with the sayd woods & Yslands with in the sayd bounds, togeather alsoe with all the Mines, Mineralls trade of what kind or nature soever, Woods quarries, Marshes, waters Lakes fishing vpon the sea Coast, Huntings, Hawkines, fowlings, co<sup>m</sup>oditys, Emoluments & hæreditaments whatsoever, with all & singular thejr, & every of thejr appurtenances in or with in the Lymitts or bounds aforesayd, or to the sayd Land lijng within the sayd Lymitts or bounds, belonging or any wise appertayneing, With free passage & repassage to and from the place of Plantation through the sayd Territorys of New England, by water or by land as his or thejr Occasion shall require/

To haue & to hould all and singular the sayd Mayn Land & præmisses with all and singular the woods Quarries Marshes waters Rivers Lakes fishings fowlings, Hawkines hunting, Mines, Mineralls Trade of what kind or nature soever, priuiledges Rights Jurisdictions, lybertys Royalltyes, & all other profetts Co<sup>m</sup>oditys Emolum<sup>ta</sup> & Hæreditaments whatsoever, before in & by these Presents given & granted & here in mentioned, or intended to bee hereby giuen or granted with thejre & every of thejr appurtenances, & every part & Prcell there of vnto the sayd Captaj<sup>n</sup> Thomas Cammock his heyres assotiat<sup>s</sup> & assignes for euer/ vnto the onely

proper vse & behoofe of the sayd Cap<sup>t</sup> Thomas Cammock his heyres assosiats & Assignes for ever : Yeilding & pajng vnto our soveraign Lord the King one fifth part of gould & silver Oare, & the other fifth part to the Counsell aforesd, & thejr Successors, to bee houlden of the sayd Counsell & thejr successors by the Rent hereafter in these Prsents reserved/ Yeilding & pajng therefore yearly for ever vnto the sd Counsell thejr successors or assignes for euery hundred acers of the sayd Land in vse, Twelue peence of Lawfull money of England, Into the hands of the Rent gatherer for y<sup>e</sup> tyme being, [88] of the sayd Covncell thejr successors or assignes for all scervice whatsoever. And the sayd Counsell for the affayres of New England aforesayd, do by these Prsents nominate Depute authorize, & appoynt, and in thejr place & stead putt Captajñ Walter Neale, Richard Vines Gentle<sup>m</sup> & Hene : Jocelyn Leef<sup>t</sup> all of New England, or any of them ioyntly or severally, to bee thejr true & lawfull Attorney or Attorneys, & in thejr name & steade to enter into the sayd part or portion of Land, & other the premisses with the appurtenances by these Presents given & granted, or into some part thereof in the name of the whoole & peaceable & quiett possession & seazin thereof for them to take & the same soe had, & taken in thejr name & stead, to deliver possession & seazin thereof, vnto the sayd Cap<sup>t</sup> Thomas Cammock his heyres assotiates & assignes, according to the Tenour forme & æffect of these Presents, Ratifijng Confirming & allowing all whatsoever the sayd Attorney or Attorneys or any of them shall do in or about the premisses, by vertue hereof: provided always that the sayd Cap<sup>t</sup> Thomas Cammock his heyres assotiates or assignes, or any of them shall not at any tyme or tymes hereafter Alyen or Convey away the sayd Premisses, soe given & granted as aforesayd, or any part thereof with out the Consent or assent of the sayd Councell or the Major part of them, or other thejr Governer settled in these parts, for the government of those affayres, first had & obtayned In writeing vnder thejr hands & Co<sup>m</sup>an seal of them or thejr Governer/

And lastly the sayd Councell for the affayres of New England aforesayd, for them & thejr successors do Covenant and grant to & with the sayd Cap<sup>t</sup> Thomas Cammock, his heyres & assignes by these Presents, that If hee his heyres or assignes or any of them at any tyme or tymes hereafter, vpon any doubt w<sup>h</sup> they shall conceiue concerneing the strength & validity in the Law, of thejr Present grant, or else bee desirous to haue the same renewed by them or thejr successors, with amendment of such imperfections & defects as shall appear fitt & necessary to him the sayd Cap<sup>t</sup> Thomas Cammock his heyres or Assigns to bee reformed and amended on the behalfe of them & thejr successors : And for the furthering of the sayd Plantation & Goverment, or the Increase continewng or florishing there of, that then vpon petition of him the sayd Cap<sup>t</sup> Thomas Cammock his heyres or assignes to them & thejr successors or Governer aforesayd made. They the sayd Councell & thejr successors shall & will forth with make & pass vnder thejr Co<sup>m</sup>an seale to him thejr heyres & assignes such further & better assurance of all & singular the before granted and recited premisses, & every part & Prcell thereof, with thejr appurtenances according to the true Intent & meaning in this theiyr grant or Conveyance, signified declared or mentioned, as by thejr Learned Councell of them & thejr Successors, & of him the sayd Cap<sup>t</sup> Thomas Cammock his heyres & assignes shall bee reasonably in that behalfe devised or aduised, and that in all questions & doubts which shall arise vpon any difficulty of Construction, or Interpretation of any thing mentioned in this thejr Prsent grant, the same shall bee taken & Interpreted in most ample & benefitiall manner, for him the sayd Cap<sup>t</sup> Thomas Cammock his heyres & assignes/ In witness where of the sayd Councell haue here vnto afixed thejr seale/ Dated the first of Novemb<sup>r</sup> 1631: & In the Reign of our Sovereign Lord Charles by the grace of god King of England, Scotland, France & Ireland Defend<sup>r</sup> of the faith &c :

Robert Warwicke

Fardinando Gorges/

A true Coppy of this Pattent aboue written transcribed  
out of a Coppy taken out of the originall this 26<sup>th</sup> of Sep-  
temb<sup>r</sup> 1670 : & there with compared word for word

p Edw : Rishworth ReCor :

Know all men by these Presents that I Edw : Johnson  
liueing & being in the Town of Yorke Gentlem<sup>n</sup> with the  
full & free Consent of my wife præcilla Johnson, & of my  
sun Benjmen Johnson, for diverse good & valewable consid-  
erations there vnto mee moueing, & more espetially for &  
in consideration of the Just some of six pounds,  
Johnson vnto mee already payd In current money of New  
To England by John Carde of the sayd Town, do  
Card by these Presents in the behalfe of my selfe my  
heyres executors administrators & assignes, giue grant bargan  
sell [89] and confirme vnto the sayd John Carde, his heyres  
executors administrators & assignes, Cooper, now liueing &  
being resident at Yorke a Certen Tract or Prcell of fresh  
meddow contayneing the quantity of about one acer bee It  
more or less lijng & being on the south West side of Yorke  
River aboue the Partings, being on the South side of the  
sayd branch, bounded on the North East side next a Prcell  
of Marsh of my own, & on the South west side lijng next a  
peece of Marsh now in the possession of John Pearce, parted  
with a Cricke on the Southermost side of my Marsh, which  
makes the deuideing bounds between Edward Johnsons &  
John Pearces Marshes : Isueing out of the woods, into the  
South West branch of Yorke River, which Parcell of Marsh  
as bounded with all the profetts priuiledges & appurtenances  
belonging there vnto, I the sayd Edw : Johnson do giue  
grant bargan sell & Confirme, and in the behalfe of my selfe  
my heyres executors administrators & assignes, haue given  
granted barganed sould & Confirmed my sool right title  
propriety & Interest thereof vnto the sayd John Carde his

heyres executors & assignes for ever/ to haue & to hould the sayd quantity or Messuage of Marsh in quiett & peaceable possession from mee my heyres executors administrators & assignes, & from any Prson, or all other Prsons which vnder any Clayme or Pretence of Title, shall make Clayme or Pretend any Right there vnto, w<sup>ch</sup> hee the sayd Edw : Johnson do by these Presents Ingage, & stand ingaged to make good & defend. in the behalfe of him selfe his heyres & assignes vnto the sayd John Carde his heyres & assignes for euer In testimony where of I haue here vnto afixed my hand & seale this Twenty fourth day of August: In the 22<sup>th</sup> yeare of our soveraigne Lord the King Charles the second 1669 :


Signed sealed & Delivered

Edw : Johnson (his seal)

In the Presence of,

Præcilla Johnson (her seal)

Edw : Rishworth/

her marke 

John Mogaridg his

Benjamin Johnson (his seale)

Marke 

In testimony of y<sup>r</sup>

Consents Mis Præ-  
cilla Johnson, & Ben-  
jamin Johnson haue  
afixed there hands & seales/

Mr Edw : Johnson ownes this Instrument aboue written to bee his Act & deede the 27 : day of Novemb<sup>r</sup> 1670 : before mee Edw : Rishworth Assotiate/

A true Coppy of this Instrument or bill of sayle aboue written, transcribed out of the originall & there with Compared this 4th day of Decemb<sup>r</sup> 1670 : p Edw : Rishworth

ReCor :

This Indenture made the 10<sup>th</sup> day of Septemb<sup>r</sup> in the yeare of our Lord God one thousand six hundred sixty nine, between Abra : Corbett of Kittery in the County of Yorke, distiller of the one party, & Mr Hene : Greeneland & Cap<sup>t</sup>

Walter Barefoote of Kittery aforesd Chyergions on the other party; Witnesseth that y<sup>e</sup> sd Abraham Corbett for & in consideration of the some of one thousand pounds of Lawfull pay of New England in hand before the ensealeing & delivery of these Presents well & truely payd, the receipt w<sup>o</sup>f the sayd Abra: Corbett doth hereby acknowledg him selfe to bee fully satisfyd contented & payd, & there of & of every part Prcell & penny y<sup>o</sup>f, doth acquitt exonerate & discharge the sayd Hene: Greenland, & Walter Barefoote thejr heyres executors & administrators & either of them, and euery of them & for euer by these Presents hath granted barganed & sould aliend Enfeoffed Convayed released assured Delivered & Confirmed, & by these Presents doth grant bargan & sell aliene Infeoffe Convey release assure deliver & Confirme vnto the sd Hene: Greenland & Walter Barefoote thejr heyres & assignes all that Mansion house & Warehouse scituate now standing & being in Kittery aforesd, at or nere a place

Corbett  
To  
Greenland  
&  
Barefoot

thejr called the poynt, or by what other name or names soeuer the same is or hath been Called or known, and alsoe all other houses Ededices and bujldings to the same belonging & adioyne-  
ing, & alsoe all that Garden & Inclosed feilds of

pasture to the same belonging, & adioyneing contayneing Eleven Acers, bee it more or less, And alsoe all that Tract or Prcell of vpland lijng in Spruse Cricke in Kittery aforesd contayneing by Estimation foure scoore Acers, & alsoe all that Tract peece or Prcell of Land lijng neare the house commonly called Cap<sup>t</sup> Champernoons house, w<sup>i</sup>n one Richard Lockewood now doth dwell, & Inhabitt, & extending it selfe vp towards brave boate Harbour, & containeth Three hundred & sixty Acers, & alsoe all & singular ways paths passages trees Woods vnderwoods Co<sup>m</sup>anes, Easem<sup>ts</sup> profetts Co<sup>m</sup>oditys aduantages Emoluments haereditaments & appurtenances w<sup>o</sup>soeuer to the same belonging, & appurtayneing to & with the same now vsed, occupied or Inioyed, as part Parcell or member there of, or of any part or parcell thereof &

alsoe all the Right Title Clayme vse possession reversion Remajnder, & deīmand w'soever, to the sayd p'misses belonging or in any wise appertayneing, to haue & to hould the sayd before hereby granted & barganed p'misses & euery part & Parcell there of with the appurtenances, vnto them the sayd Hene : Greenlād & Walter Barefoote, thejr heyres & assignes for ever, to the sool & onely proper vse benefitt & behoofe of them the sayd Henery Greenland, & Walter Barefoote [90] thejr heyres & assignes for euer/ & to & for noe other vse intent or purpose whatsoever and the sayd Abraham Corbett for him his heyres executors & administrators, & for all & every of them, do hereby promiss covenant & grant to & with the sd Henery Greenland, & Walter Barefoote there heyres executors administrators & assignes to & with euery of them by these Presents, that hee the sd Abraham Corbett his heyres executors administrators & assignes shall & Will at & vpon the reasonable request cost & Charges in the Law of them the sd Henery Greenland & Walter Barefoote make doe execute acknowledg, & suffer & cause & procure to bee made done acknowledged executed & suffered all & euery such further & other lawfull & resonable Act & Acts, thing & things deuice & devices, assurances & conveyances in the Law, w'soeuer for the further and more better assureing surety, sure makeing & inioyeing of the sayd before hereby granted & barganed premisses, & euery part & Prcell there of with y<sup>e</sup> appurtenances, as by the Couंसell Learned in the Law of them the sayd Henery Greenland, & Walter Barefoote shall bee reasonably devised aduised or required In witness w<sup>of</sup> the partys aboue named to these Present Indentures interchangeably haue sett two thejr hands & seals, the day & yeare first aboue written/

Sealed & Delivered, & quiett & Abraham Corbett (<sup>his</sup><sub>scale</sub>)  
 peaceable possession of the  
 dwelling house aboue granted,  
 was given and delivered by the aboue named  
 Abra : Corbett vnto y<sup>e</sup> aboue named Henery Greenland &

BOOK II, FOL. 90.

Walter Barefoote in name of possession & seizin of all other Lands tenements & Hæreditam<sup>ts</sup> in the Deed aboue written contayned, to haue & to hould to them thejr heyres & assignes, according to y<sup>e</sup> Teño<sup>r</sup>, true intent & meaneing of the Deede aboue written in Prsence of/

ffran : Champernowne/

George Pearson/

George Norton/

This Deed was acknowledged by  
Abra : Corbett to bee his Act  
& deed the 26<sup>th</sup> day of October  
Dom<sup>o</sup> 1669 : before mee Ezekell  
Knightt Assotiate/

A true Coppy of this Deed transcribed out of the originall, & there with compared this 24<sup>th</sup> day of Decemb<sup>r</sup> 1670 :  
p Edw : Rishworth Re Cor :

Abraham Corbett Entered Cavtion against this Instrument or Deed of Sayle aboue written, as to y<sup>e</sup> validity of it from the true Intent of his doing or meaneing, or  
Corbetts  
Caution  
Intention y<sup>r</sup> in to pass away any right or title as a granter to Hen : Greenland or Walter Barefoote or either of them as a Grantee or Grantees/ from him selfe or his heyers or any properly belonging to him/ vnto whom it remajnes valid & æffectuall to bee y<sup>r</sup> firme & Inviolable right/ Entred my order of Abra : Corbett as  
Attests Edw : Rishworth ReCor

Septemb<sup>r</sup> 7<sup>th</sup> : 70 :

These Presents testify that I Joseph Penewell of Yorke Mariner for & in consideration of the some of Twenty odd pounds in hand already received of Mr Abra : Brown of Boston M<sup>c</sup>chant haue given granted barganed & sould, & do hereby give grant bargane sell assigne & make over my soole right title & Interest of one sixteenth part of a certen shipp

or vessell called & known by the name of the true dealing  
of Yorke about y<sup>e</sup> burden of 55 Tunn vnto the aforesd  
Brown with all the appurtenances belonging vnto the 16<sup>th</sup>  
part of the sd vessell, as now fitted for the sea,  
Penwell w<sup>ch</sup> part of the sayd shipp as aboue expressed,  
To I the sd Penewell do by these Presents sooly  
Brown grant assigne & make ouer from mee my heyres  
executors & assignes vnto the aforesd Abra: Brown, his  
heyres executors & assignes for euer/ In testimony whereof  
I haue here vnto afixed my hand & seale this first day of  
January 1670 :

Signed sealed & Deliverd in  
the Presence of/

Joseph Penewell (<sup>his</sup><sub>seale</sub>)


Edw : Rishworth  
Job Allcocke/

Mr Joseph Penwill owned this  
Instrument aboue written to  
bee his Act & deed this 6 : of  
Janv : 70 : before mee Edw :  
Rishworth Assotiate/

A true Cappy of this bill of sayle aboue written tran-  
scribed out of the originall & there with Compared this 9th  
Janv : 70 : p Edw : Rishworth ReCor :


Know all men by these Presents that I John Chirmihill do  
assigne & make over all my right title & Interest  
Cirmihill to & in this bill of sayle with all & singular the  
To appurtenances belonging there vnto from mee &  
Grant mine, to James grant his heyres & assignes for  
ever, as witness my hand this 15 : day of March 1668

Testes William Gowen/  
Allexandr Maxell his  
Marke A

John Carmighell  
his Marke/ 

A true Cappy of this assignem<sup>t</sup> of this bill  
of sayle with in mentioned transcribed  
out of the originall this 17 : Janvary :  
70 : p Edw : Rishworth ReCor

BOOK II, FOL. 90, 91.

All my right & Interest abouesd, assigned from mee &  
mine, to makem Makentyre his heyres & assignes  
Grant To for euer, the day & yeare aboue written, as wit-  
M<sup>e</sup> Intire ness my hand/  
Testes William Gowen/ James Grant his  
Allexandr Maxwell Marke   
his Marke A/

This Assgнем<sup>t</sup> owned by James  
Grant to bee his Act & deed  
this 1 : Decembr 70 : before  
Edw : Rishworth Assotiate/

A true Coppy of this assignement aboue written tran-  
scribed out of the originall & there with Compared this 17 :  
of Janva : 70 : p Edw : Rishworth ReCor :

Witnesseth these Presents that I John Pearce of Yorke In  
the County of Yorke alias province of Mayn fish-  
erman, with the free Consent of my wife Phoeby  
Pearce, vpon good Considerations mee there vnto  
moueing, more espetially for the some of Twenty  
eight pounds, which in part I haue & am fully to receiue of  
Makem Mackentyre, do grant giue sell make ouer, & Confirme  
my soole right title & Interest of Two certen Tracts of Land  
vizd<sup>t</sup> fourty acers of vpland, & one acer & an halfe or two  
Acers of Meddow Land more or less vnto the sayd Makem  
Makentyre, to his heyres and assignes for ever, which [91]  
fourty acers of vpland is lijng & being on the South West side  
of Mr Dummers Cove of Marsh neare to the Partings of the  
River, adioyneing to Phillip Addams his Land on the North  
East side there of, runneing fourty pooles In breadth a small  
distance aboue the Marshes/ & the Tract of Marsh aboue  
specifyd, lijng vpon the South West branch, on the South  
East side of Yorke River, adioyneing to a Prcell of Marsh  
formerly Mr Edw : Johnsons, & now in the possession of

John Card: Which Tracts of vpland & Meddow Land as  
 aboue bounded & expressed I the sd John Pearce in the  
 behalfe of my selfe my heyres executors & assignes, from  
 mee my heyres executors & assignes haue given granted  
 sould made over & Confirmed the Lands aforesd with all the  
 rightts Lybertys & priuiledges, & all other appurtenances  
 app'tayning there vnto, with all & singular thejr p'misses  
 vnto the sd Makem Makentyre vnto his heyres executors &  
 assignes for ever, to haue & to hould the sd Lands free from  
 all troubles & Incomberances, with out lett or Molestation  
 from mee my heyres executors & assignes for ever/ onely  
 the sd Makentyre paijng or causing to bee payd such  
 acknowledgm<sup>ts</sup> to the Proprietor as other men do when  
 demanded/ In Confirmation of every of the p'misses abouesd,  
 I haue here vnto afixed my hand & seale, this 19<sup>th</sup> day of  
 June In y<sup>e</sup> 22<sup>th</sup> yeare of o<sup>r</sup> Soueraigne Ld the King Charles  
 the secund/ Anno Dom<sup>i</sup>: 1670 :

Signed sealed & Deliverd

John Pearce (his seal)


In y<sup>e</sup> Presence of/

his marke 

John Davess/

Phœby Pearce her

John Penewell/

marke 

John Pearce owneth

this Instrument aboue

written to bee his Act & Deede

this 27 : of Novemb<sup>r</sup> 70 : before mee

Edw : Rishworth Assoti<sup>ts</sup>

A true Copy of this Instrument aboue written transcribed  
 out of the Originall & y<sup>r</sup> with Compared this 17 : of Jaña :  
 1670 : p Edw : Rishworth ReCor :

Where as I Sa<sup>m</sup>ell Austine of Wells do stand ingagd vpon  
 ReCords in a bond of Two hundred & sixty pounds, as  
 appears a writeing vnder my hand seale beareing date  
 Novemb<sup>r</sup> 23 : 61 : for the makeing good of an estate of Wil-

liam Storers deceased of one hundred & thirty pounds vnto  
his children, for the Prformance w<sup>o</sup>f in answere  
Austin To 2 Storers  
to the Courts Injunction there in, I doe by these  
Presents giue grant bargane make over & assigne  
my soole right title & Interest of Two certen  
Tracts & Prcells of vpland & Meddow Lands, the one con-  
teyned in a deed or grant made & given by John Bush vnto  
Mr John & Richd Cutt, & by the sd John & Richd Cutt  
Assignd vnto my selfe (onely sixteen acers of Marsh y<sup>r</sup>in to  
bee excepted more or less) the other contayned in a deed  
granted by Stephen Batson vnto John Wakefejd, & by John  
Wakefejd sould given & granted vnto mee, w<sup>h</sup> lands as  
aboue expressed, & mentioned In the Deeds aforesd the one  
beareing date the 20<sup>th</sup> of Octob<sup>r</sup> 1666 : the other the 10<sup>th</sup> of  
Aprill 1658 : In consideration of the filiall portions w<sup>h</sup> I am  
& stand Ingaged to pay vnto Joseph Storer & Benjamin  
Storer the Two Elldest sunns of my wife, between whom the  
sd Lands with all the priuiledges & appurtenances y<sup>r</sup>vnto  
belonging are to bee æqually deuided for quantity & quality,  
& vnto whom by these Presents I doe make over vnto the  
sd Joseph Storer, & Benjam<sup>~</sup> Storer to y<sup>r</sup> heyres executors  
& assignes for ever/ as witness my hand this 31 : day of  
Janv : 1670 :

Signed in the Prsence of

Sa<sup>m</sup>nell Austine/

Shuball Dummer/

This Instrument aboue written

Sam<sup>u</sup>ll Wheelewright/

owned by Sa<sup>m</sup><sup>n</sup> Austine as his  
Act & deede this 31 : of Jan-  
vary : 70 : before mee Edw :  
Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed  
out of the originall & there with Compared this 2 : Febru :  
70 : p Edw : Rishworth ReCor :

Received & accepted of Sa<sup>m</sup>nell Austine our father in Law  
Two certen Tracts of Lands lijng in Wells as by two deeds  
mentioned the one beareing date the 10<sup>th</sup> of Aprill 1658 : the

2 Storers  
Rec<sup>d</sup> To  
Austin

other Octob<sup>r</sup> 20 : 1666/ to bee æqually deuided  
between us, in full satisfaction of all debts dues  
deṁands, & more espetially of all Considerations  
due from our father in Law the sd Saṁnell Aus-  
tine for our filiall portions hereby to discharge him from the  
same, & do accept of the sd Lands in full satisfaction of all  
demands w<sup>t</sup>soever from the begining of the world to this  
Prsent date from o<sup>r</sup> own fathers estate/

Onely It is to bee vnderstood that Wee the sd Joseph  
Storer & Benjmen Storer In consideration of what Lands  
Wee haue received own that Wee by these Presents do  
stand ingag'd freely to mantayn & winter fīue neate Cattle  
carefully as o<sup>r</sup> own at o<sup>r</sup> own proper charge, for our father  
in law & Mother for both or either of them soe long as thejr  
naturall lifes shall Continew vidz<sup>t</sup> Saṁnell Austine & Saraih  
his now wife, as witness o<sup>r</sup> hands this 31 : of Janva : 1670 :

And Wee do giue free Lyberty to father in law & o<sup>r</sup>  
Mother soe long as they liue (to summer what yeare<sup>lings</sup>  
one or either of them shall rayse) in our pasture/

Signed In y<sup>e</sup> Presence of

Joseph Storer

Shuball Duṁer/

Benjamin Storer/

Saṁll Whelewright/

This writeing aboue wriṁten

owned by Joseph & Benjamin  
Storer to bee y<sup>r</sup> Act & Deed/  
before mee Edw : Rishworth

31 : Janv : 70 : Assoti<sup>o</sup>

This receipt & Ingagement aboue written transcribed out  
of the originall & y<sup>r</sup> with Compared this 2 : of Febru : 1670 :  
p Edw : Rishworth ReCor :

Pischataqua in the Province of Mayn in the Colony of New  
England Decemb<sup>r</sup> 11 : 1666

I vnderwritten do Ingage myselfe firmly by this writeing  
to pay or cause to bee paid by the last of June vpon deṁand

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one pound one shilling & six peence in money Stertg or  
goods æquall with It vnto Mr Richd Lockewood of the same  
Colony [92] or his order, & for the Prformance here of, if  
not payd according to the aboue mentioned tyme, I do  
Ingage my selfe fyrmely with out any release to pay double

Dañage, that is to say Two pounds three shil-  
Andrews lings in the abouesd selfe same spetie, without  
To anny defrayd, as witness my hand the day &  
Lockwood yeare aboue written/

Testes John Puddington

the marke of

The marke of  
Ephraim Crockett/ E

Joane  Andrews

John Puddington & Ephraim  
Crockett tooke oath in Court  
that this was Joane Andrews  
Act & deed/

Peter Weare Cleŕs

A Trve Coppy of this bill aboue written transcribed out  
of the originall, & there with Compared this 23 : Febru : 70 :  
p Edw : Rishworth ReCor :


Pischataqua In the Province of Mayn in the Colony of New  
England Decembr 11 : 1666 :

Bee It known vnto all people that I Joane, the wife of  
John Andrews of the aboue named Colony, bind my selfe  
fyrmely by vertue of this Instrument of writeing to deliver  
vnto Mr Richard Lockewood or his order vpon  
D<sup>m</sup> demānd Two head of Cattle that is to say one  
steare that is now about two yeares ould, & one bull Calfe  
about eleven or twelue moenths ould, safe & sound in wind  
& lyme with out any defect & for the true Prformance here  
of I do Ingage my selfe by this writeing to make good vnto  
the abouesd Richd Lockewood w<sup>t</sup> dañages hee shall suffer or  
sustayne If I Joane Andrews doe not deliver the aboue

BOOK II, FOL. 92.

named Cattle as is aboue expressed, & to firme this to bee  
my Act & Deed I haue here vnto sett my hand the day &  
yeare aboue written/ for Cloathing at money price to supply  
my necessity/

Witnesse

The marke of  
Joane Andrews/ 

John Puddington

The marke of E

Ephraim Crockett/

John Puddington & Ephraim Crockett tooke oath in  
Court that this Deede hee heard owned by Joane Andrews/  
Peter Weare Clerke/

A true Coppy of this Instrument aboue written transcribed  
out of the originall & there with compared this 24 : Febru :  
p Edw : Rishworth ReCor :

Pischataqua In the Province of Mayn In the Colony of New  
England Janv : 26 : 1666 :

Know all people by this Present Instrument of writeing,  
that I Joane Andrews the wife of John Andrews inhabitant  
& liueing in braue boate harbour in the abouesd  
D<sup>ns</sup> Province, do acknowledg my selfe to bee justly  
indebted vnto Mr Richard Lockewood Mariner, & liuer in the  
same province of Mayn, from July the eighteenth vnto this  
very Present tyme the full whoole iust & reall some of foure  
pounds three shillings for lining & wollen to Cloath mee, &  
for severall other necessarys I haue had to supply my wants  
& necessitys, besids one bill of one pound one shilling & 6d  
beareing date the 11<sup>th</sup> of Decembr Last past, for which somes  
I do bind my heyres executors administrators or assignes, &  
all that Wee haue & belongeth to mee & mine to make good  
punctuall payment to y<sup>e</sup> aboue mentioned Mr Richd Locke-  
wood or his order & to afirme the payment of the bond  
expressed foure pounds three shillings in good M<sup>c</sup>chantable

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pay, I haue here vnto sett my hand this day & yeare aboue  
written/

In the Prsence of/  
Thomas Witter/

The marke of  
Joane Andrews/



This acknowledged before mee the day & yeare aboue  
written/

Robert Cutt Just pe :

Septemb<sup>r</sup> 15 : 68 : being approved of by the Court Peter  
Weare Cleris/

A true Coppy of this Instrume<sup>t</sup> aboue written transcribed  
out of the Originall & there with compared this 23 : Febru :  
70 : p Edw : Rishworth ReCor :

Witnesseth these Prsents that I Jonathan Hamonds of  
Wells in the County of Yorke alias province of Mayn, for  
diverse considerations therevnto mee mouing, & more espe-  
cially for a grant of Two hundred Acers of vpland given &  
granted vnto Israell Harding Smyth now of the sd Town  
by the Select men in the Towns behalfe, lijng & being at a  
place co<sup>m</sup>anly Called Myreland, on the backe side of Wells,  
begining on the Lower end of my own Meddow next the  
great swamp & soe vp the River to ru<sup>n</sup>e as the Marsh runnes

to the vpper end thereof, vpon a square till two  
hundred acers bee fully compleated, doe hereby  
give grant bargan sell exchange & Confirme in  
lew of the aforesd Land my soole Right title &  
Interest of a certen Tract or Prcell of vpland vnto the sayd  
Israell Harding being in the Town of Wells, w<sup>h</sup> Land I  
formerly bought of John Barrett, the bounds thereof begining  
on the South West side of the brooke co<sup>m</sup>anly Called stony  
brooke tenn pooles South Westwardly from the same, &  
from thence to runne Twenty pools westward, at the high  
way butting vpon Mr Sam<sup>e</sup>ll Wheelewrights Land/ & soe  
to runne vp into the Countrey as fare as other lotts are

Hamond  
To  
Harding

extended, till one hundred acers bee fully Compleated/  
Which Tract of Land as aboue bounded & expred with all  
the priuiledges rights Imūnitys, & all other appurtenances  
y<sup>r</sup>vnto belonging, I the sd Jonathan Hamonds In the behalfe  
of my selfe my heyres executors & assignes, & from mee  
my heyres executors & assignes, haue granted given barg-  
ganed sould exchang'd confirmed the sayd hundred acers of  
Land with all & singular the p<sup>r</sup>mises & appurtenances, vnto  
the aforesd Israell Harding his heyres executors & assignes  
for ever/ to haue & to hould the same free from all troubles  
& Incomberances with out lett or Molestation from mee my  
heyres executors & assignes for ever/ onely the sd Harding  
stands Ingag'd to pay or cause to bee payd such acknowl-  
edgm<sup>ts</sup> to y<sup>e</sup> proprietor as other men do w<sup>th</sup> legally demāded/  
In confirmation of every of the p<sup>r</sup>misses I haue herevnto  
afixed my hand & seale this eleaventh day of Febru: 1670 :  
Signed sealed & deliverd Jonathan Hamond (<sup>his</sup> seal)

in the Presence of,	Jonathan Hamond owned this
Edw : Rishworth	Instrum <sup>t</sup> aboue written to bee
Samuell Whelewright :	his Act & deed this 11 : Febru :
	70 : before mee
	Edw : Rishworth Assotiate/

A true Copy of this Instrument aboue written transcribed  
out of y<sup>e</sup> originall & there with Compared this 27 : of Febru :  
1670 : p Edw : Rishworth ReCor :

[93] Witnesseth these Presents that I Israell Harding  
bla : smyth now resident at Wells In the County of Yorke,  
alias Province of Mayn for diverse considerations therevnto  
mee moueing, & more espetially for one hundred acers of  
Land w<sup>ch</sup> Jonathan Hamond formerly bought of John Bar-  
rett, & now hath given granted exchanged  
Harding assignd vnto mee do hereby giue grant bargan  
To sell exchange assigne & Confirme vnto the sd  
Hamond Jonathan Hamonds his heyres & assignes, in lue

of the afore sayd hundred acers of Land, my soole right title & Interest of a Certen Tract or Prcell of Land given & granted mee by the Towns men of Wells in the behalfe of the sd Town, contayneing the full quantity of Two hundred acers of vpland, lijng at a place cōmanly called Myre Land, on the backe side of Wells, begining on the Lower end of Jonathan Hammonds his Meddow, next a great swamp & soe vp the River to rvnn as the Marsh runnes to the vpper end thereof, vpon a square till two hundred acers of Land bee fully compleated/ w<sup>ch</sup> sd Tract of Land as bounded & aboue expressed, with all the priviledges rights imunitys & all other appurtenances there vnto belonging, I the sayd Israell Harding, In the behalfe of my selfe my heyres executors & assignes, & from mee my heyres executors & assignes, haue granted given barganed sould exchanged confirmed the sd Two hundred acers of Land, with all & singular the Premisses & appurtenances vnto the aforesd Jonathan Hammonds, his heyres executors & assignes for ever: to haue & to hould the same free from all troubles & Incomberances with out lett or Molestation from mee my heyres executors & assignes for ever/ onely the Hammonds stands ingag'd to pay or cause to bee payd such acknowledgm<sup>t</sup> to y<sup>e</sup> proprietor as other men do, w<sup>a</sup> demanded Legally/ In confirmation of euery of y<sup>e</sup> Premisses I haue herevnto afixed my hand & seale this 11<sup>th</sup> day of ffebru: 1670:

Signed sealed & Delivered/

Israell Harding (<sup>his</sup> <sub>seale</sub>)

In the Presence of/

Israell Harding owned this

Edw: Rishworth/

Instrum<sup>t</sup> aboue written to

Samuuell Whelewright/

bee his Act & deede/ this

xj day of ffebru: 1670:

before mee

Edw: Rishworth Assotiate/

A true Coppy of this deed or Instrum<sup>t</sup> aboue written transcribed out of the originall & there with Compared this 28: day of Febru: 1670: p

These Prsents bindeth mee Richd Cummings of Sacoe my  
 heyrs & assignes, in considerations of severall writeings &  
 transcripts of Cases done for mee by Edw : Rish-  
 worth ReCor : to pay or cause to bee payd vnto  
 the sd Rishworth or his assignes the Just some  
 of Three pounds three shillings, in Current New  
 England silver at his house at Yorke, at or before the last of  
 Octob<sup>r</sup> next Insueing, or otherwise I y<sup>e</sup> sayd Richd Cum-  
 mines do Ingage to deliver vnto the sd Rishworth or his  
 order soe many bushts of good M<sup>r</sup>chtale Wheate at his  
 house at yorke at Current money price free of all charge by  
 or at y<sup>e</sup> same tyme, as shall bee æquieulent to soe much  
 money/ or otherwise to forfett a double assumpsett, as  
 Witnes my hand this 30<sup>th</sup> day of August 1670 :

Signed In y<sup>e</sup> psence of/

John Morrall/

Joane Bray her marke/ *EB*

Richard *R* Cummines

his marke

A true Coppy of this bill transcribed  
 out of the originall & y<sup>r</sup> with Com-  
 pared this 4th : of March 1670 :  
 p Edw : Rishworth ReCor :

Know all men by these Prsents that I Richd Pomrey of  
 the Yles of shoales fisherman, being Justly Indebted vnto  
 Tho : Danjell of Portsmouth vpon Pischataqua  
 River M<sup>r</sup>chant one hundred Twenty & eight  
 pounds, do by these Presents sell & make over  
 vnto the sd Daniel his heyres executors or  
 administrators my now dwelling house, stage & Morrings,  
 vpon hogg Yland to haue & to hould as his proper right &  
 Interest vntill hee the sd Daniell bee fully satisfyd & payd  
 what shall bee lawfully due to him, & do avouch this my bill

Pomrey  
 To  
 Daniel

of sayle from all Prsons w<sup>t</sup>soever, being my proper Act & deed as witness my hand & seal this 22<sup>th</sup> of Octob<sup>r</sup> 1670 :

Signed sealed & Deliverd

Richad Pomoroy (<sup>his</sup> ~~seale~~)

In the Prsence of us/

William Anttobus

John Jacob/

A true Coppy of this Deed transcribed out of the originall this 10<sup>th</sup> of March 167<sup>1</sup> p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents, that I John ffennicke of the Town of Kittery in the County of Yorke here In New England Seaman, for an consideration of the

sume of Thyrtý seaven pounds, & tenn shillings  
 Fennick in hand to mee payd, before the Insealeing &  
 To Delivery hereof, by Peter Lewis of y<sup>e</sup> Yles of  
 Lewis shoales, w<sup>o</sup>f the receipt I acknowledg by these

Prsents, & where with I acknowledg my selfe fully satisfyd & content, do acknowledg to haue barganed & sould, & do by these Prsents bargane sell aliene assign & sett ouer vnto the sd Peter Lewis his heyres executors administrators or assignes for euer, one Messuage or tenement with Twelue Acers of vpland, vpon w<sup>h</sup> the same standeth, with twelue acers of Land that was formerly in the Tenour & occupation of John ffenicke, & is scituate lijng & being in a Cricke, comānly known by the name of spruse Cricke, In the Townshipe of Kittery aforesayd, and is bounded by a Necke of Land on the North Called Pyne poynt on the South side, & a Necke of Land on the North side Called the burned Necke, fronting on the sd spruse Cricke on the West Contayneing about Twenty foure pooles in the breadth on the ffront, & soe runing backe [94] vpon an East lyne eighty pooles, or soe farre as may Compleate the sayd Twelue acers, togeather with y<sup>e</sup> woods vnderwoods, Tymber

& Tymber trees, ponneds Rivers Crickes there vnto belonging with all appurtenances appeartayneing, to bee to the onely vse & behoofe of the sayd Peter Lewis, his heyres executors administrators and assignes for ever, without any lett Molestation or denyall, of mee the sayd John ffennicke my heyres executors or assignes, hereby promissing vnto y<sup>e</sup> sayd Peter Lewis, that these barganed Premises at the sayle here of, to bee free & Cleare from all gyfts, grants Morgages sayles, troubles Incomberances of any kind whatsoever, hereby promissing to defend the Title of the afore barganed Premises against all manner of Prsons whatsoever laijng a lawfull Clayme vnto the same, & to giue vp all writeings Concerneing the same, fayrly written & vncancelled & here vnto Wee John ffennicke, & Deborah my wife bind us our heyres executors administrators vnto Peter Lewis, his heyrs executors administrators or assignes/ In witness w<sup>of</sup> Wee haue here vnto sett our hands & seales, the Thyrteenth day of March one thousand six hundred & seaventy, and In the 23 yeare of the Reign of our soueraign Lord, Charles by the grace of god King of England Scotland, France, & Ireland, Defend<sup>r</sup> of the faith &c :

Witness/

Edward Chambers/

Richd Lockewood/

Deborah Lockewoods

Marke *B*/

John ffennick (his seal)

The Marke of *R*

Deborah ffennick (her seal)

John ffennick & Deborah ffennick his wife came & acknowledged this Instrument or writeing was thejr Act & Deed this 17 : of March 1677 before mee John Cutt Commissio<sup>r</sup>/

These Presents witness that John ffennick hath given vnto Peter Lewis quiett & peaceable possession by Turffe & Twigg according to Law of the house & Land expressed in this Deed,

BOOK II, FOL. 94.

as witness my hand this seaventh day of March one thousand six hundred & seaventy/

Testes

John ffennick/

John Phillips

his marke/ *FP*

• Dygory Jeffery

his marke *D*

A true Coppy of this Instrument  
aboue written with the acknowl-  
edgm<sup>t</sup> thereof, & possession given  
by John ffennicke vnto Peter Lewis,  
transcribed out of y<sup>e</sup> originall &  
y<sup>r</sup> with compared this 18<sup>th</sup> day of  
March 1677 p Edw : Rishworth

ReCor

The 27<sup>th</sup> of Aprill/ 1670 :

Know all men by these Prsents that I John Bush of Cape Porpus, haue sould vnto John Barrett of Cape Porpus, haue barganed & sould vnto John Barrett, Tenn Acers of sault Marsh lijng on the South side of the Little River Joyneing to y<sup>e</sup> Town which tenn Acers formerly bought of Roger

Bush  
To  
Barrett

Willine hee was one of the first Inhabitants of this place, & payd all dues & dutys for It/ I the sd John Bush do by these Prsents ratify Confirm vnto the sd Barrett to him & his heyres for ever, the aforesd Tenn Acers of Marsh, In consideration thereof I the sd John Barrett do ingage my selfe & my heyres executors & assignes to pay vnto John Bush the Just some of seaven pounds In M<sup>r</sup>chant<sup>ble</sup> Corne wheat & Indean Corne to bee payd at or before the Twentieth of December next Insueing, & in consideration of the trve & just some of, I the sd Bush do bind my selfe my heyres executors & assignes for the true Prformance here of to Defend the sd Barrett against anie that layes Clayms to the sd Marsh of

BOOK II, FOL. 94, 95.

w<sup>h</sup> I the sd Barrett haue for<sup>m</sup>ly haueing possessed the sd  
Marsh by order of mee John Bush/

Witness/

Andrew Alger/

Richd Hickes/

The Marke of John Bush   
(his  
seal)

Andrew Alger & Richard Hickes

do Attest vpon thejr oaths that this  
aboue written was the Act & Deed  
of John Bush as Attests Edw : Rish-  
worth ReCor :

Grace Bush widdow of John Bush deceased, owned shee  
Consented to the aboue written bill of sayle, & affirmed that  
shee was Prsent & did see John Bush her deceased husband  
signe seale & deliver this writeing or bill of sayle as his Act  
& Deed/ acknowledged before us this 23 : of August/

Bryan Pendleton

Fran : Neale

Assotiats

A true Coppy of this Instrument

aboue written transcribed out of the originall

& there with Compared this 30 : of March 1671 :

p Edw : Rishworth ReCor :


Know all men by these Prsents, that I William Phillips,  
with Bridgett Phillips my wife, now resident in Sacoe In  
New England, being the Just proprieto<sup>r</sup> & owner of a Tract  
of Land, contayneing four hundred Acers of Land, lijn<sup>g</sup> &  
being in the reare of one hundred acers of Land commanly  
known by y<sup>e</sup> name of West Poynt, & sometyme belonging  
vnto the sd John West, which [95] foure hundred acers of  
Land is to answere, & Joyne to the aforesd hundred Acers  
of Land aboue expressed as alsoe one Yseland, before the  
Mouth of the little River, known by the name of Tymber  
Ysland, neare vnto the house of William Scadlocks ; all w<sup>h</sup>

Premises aboue expressed, for & in Consideration of foure  
 scoore & tenn pounds Sterlg to mee already  
 W<sup>m</sup> Phillips payd, by Cap<sup>t</sup> Bryan Pendleton of pischataqua,  
 To do by these Presents grant bargan sell allien and  
 Bryan Pendleton sett over, & hereby do fully clearly & absolutely  
 grant bargan sell alienate & sett over, vnto the sd Bryan  
 Pendleton his heyres, executors administrators & assignes  
 for ever, the aforesd Lands, togeather with all the thinges  
 any ways belonging vnto the sayd Lands, here by men-  
 tioned or Intended, to the onely proper vse & behoofe of  
 him the sayd Pendleton, his heyres executors administrators  
 & assignes, to haue and to hould, & quietly to Inioy for  
 ever; And Wee the sayd William & Bridgett Phillips  
 Joyntly & severally do bind our selues our heyres executors  
 administrators & assignes, vnto the sd Bryan Pendleton his  
 heyres executors administrators & assignes that neither Wee  
 nor any other for by or vnder vs, shall molest Interrupt or  
 disquiett the aforesayd Pendleton, his heyres executors  
 administrators or assignes, vnder any Pretence whatsoever,  
 for ever/ In witnes where of Wee the sayd William &  
 Bridgett Phillips haue sett to our hands and seales this  
 fourth day of May one thousand six hundred sixty foure/

Signed sealed & delivered/ William Phillips (<sup>his</sup> seale)

In the Presence of us/ Bridgett Phillips (<sup>her</sup> seale)

ffrancis Littlefeild Senjo<sup>r</sup>

Walter Penewell his This Instrument was this day owned  
 Marke  & acknowledged, by Majo<sup>r</sup> Wil-  
 liam Phillips & Bridgett his wife,  
 to bee thejr Acts & Deeds before  
 mee Francis Hooke Co<sup>m</sup>isso<sup>r</sup>/

A true Coppy of this Deed or Instrument aboue written,  
 transcribed out of the originall & y<sup>r</sup>with Compared this 14:  
 day of Aprill 1671: p Edw: Rishworth ReCor:

Bee It known vnto all men by these Presents, that I Sa<sup>m</sup>-  
uell Symonds of Ipswich, In the County of Essex In New  
England Gen<sup>t</sup>: vpon good Considerations y<sup>r</sup>vnto mee moue-  
ing, haue given & granted, & by these Presents do give  
grant & Confirme, to Thomas Estman one hundred & fueti  
Acers of Land Meddow & pasture, sett lijng & being in  
Coxhall (It being Prcell of one thousand acers which I had  
of my sonne Harlakinden Symods) In the County of Yorke  
shyre In New England aforesd/ To haue & to hould the  
sayd one hundred & fueti Acers, with all & singular its  
app<sup>r</sup>tenances vnto him the sd Thomas Estman  
his heyres & assignes for ever/ And I doe here  
by promiss Covenant & grant to & with the sd  
Thomas Estman his heyres & assignes, that they  
shall quietly & peaceably Inioy the Premisses, with out any  
Lawfull Act of mine, my heyres & assignes or of any law-  
fully Claymeing from by or vnder mee for ever/ In witnes  
w<sup>o</sup>f I haue here vnto sett my hand & seale the 26<sup>th</sup> of July  
Año : Dom<sup>o</sup> 1670 :

Signed sealed & Deliverd Sa<sup>m</sup>uell Symonds (<sup>his</sup> <sub>seale</sub>)  
In the Presence of us/ Acknowledged before mee 24 :  
James Chute Junio<sup>r</sup> Octob<sup>r</sup> 1670 : Daniell Denison/  
John Greau<sup>e</sup>s/

A true Coppy of this Instrume<sup>t</sup> aboue written transcribed  
out of y<sup>e</sup> Originall & there with Compared this 14 : of Aprill  
1671 : p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents, that Hare-  
lakinden Symonds of Ipswich, late of Glowster  
In the County of Essex In New England, gen<sup>t</sup> :  
hath given & granted barganed & sould, to  
Thomas Estma<sup>n</sup> : one hundred acers of Land,  
Meddow & pasture with y<sup>e</sup> appurtenances Sett, lijng & being  
on the Western side of the River called Kenebunke River,

adiaycent to a pond a small brooke runneing out thence there lijng Meddow ground about six acers bee It more or less/ In the County of Yorke shyre, w<sup>ch</sup> parcell of Land is part of the Tract of Land purchased of John Bush & Peter Turbutt, as appeareth by the ReCords of Yorke Shyre/ to haue & to hould the sd hundred acers of Ground, to him the sayd Thomas Estman his heyres & assignes for ever/ In witness where of the sd Harlakinden Symonds hath here vnto sett his hand & seale the sixth day of August 1670 :

Signed sealed & Deliverd	Harlakinden Symonds ( <sup>his</sup> seale)
In the Presence of us/	This was acknowledged by the sd
James Chute Junjo <sup>r</sup> /	Harlakinden Symonds to bee
John Greaves/	his Act & Deed vpon the first
	day of August 1670 : before
	mee Samell Symonds

A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 15<sup>th</sup> day of Aprill 1671 :  
p Edw : Rishworth ReCor :

[96] I George Norton do by these Prsents Covenant bargane obleidg & agree to & with Walter Barefoote Henery Greenland & Robert Marshall, to abate release & discharge the sd Barefoote Greenland & Marshall & every of them, of one fourth or quarter part of what our former couenant vnder all o<sup>r</sup> hands doth express, provided always the sayd George Norton is to bee payd In money, or æquivalent in other pay to money/ to the true intent & meaning of all the aboue written, Wee do each & euery of us Ingage our quarter parts or whatsoever Interest Wee haue of the Pinke Lenham built by the abouesd Norton to stand to, & mantayne as abouesd/ & further more I Robert Marshall doe Ingage to bring or cause to bee brought all the Rigging fitted for the sayd Pinke, aboard the sd Pinke the

Norton  
To  
Barefoot  
Greenland  
&  
Marshall

next day following the date here of, as Witness our hands  
the 24<sup>th</sup> day of May 1671 :

Testes/

Richd Lockewood/

Thomas Read/

George Norton

Walter Barefoote

Hene : Greenland

Robert Marshall

A true Coppy of this

Couenant & bargan

aboue written transcribed

out of the originall & y<sup>r</sup>with

compared this 29<sup>th</sup> May : 1671 :

p Edw : Rishworth ReCor :

To all Christean people to whom these Prsents shall come,  
Roger Playstead of Kittery In the County of Yorke now In  
the Massatusetts Jurisdiction In New England Gentle : &  
Olive his wife send greeteing/ Know yee, that I the aboue  
mentioned Roger Playstead, & Olive my wife for diverse  
good Causes & Considerations vs moueing there vnto, more  
espetially for & in consideration of the some of eight thou-  
sand foote of M<sup>c</sup>chand<sup>l</sup><sup>o</sup> pine boards In hand received, before  
the signeing & sealeing here of, of Geo : Broughton & John  
Broughton where with Wee acknowledg o<sup>r</sup> selues fully satis-  
fyd, contented & payd & y<sup>r</sup>of & of every part & Prcell  
there of, do acquitt & for ever discharge the sayd Geo :  
Broughton & John Broughton thejr heyres & assignes, by  
these Prsents haue absolutely given granted barganed sould

Plaisted  
To  
2 Broughtons

Alyend Enfeoffed & Confirmed, & by these Pres-  
ents do absolutely give grant bargan sell aliene  
Enfeoffe & Confirme vnto the aboue named George  
Broughton, & John Broughton, a peece or Prcell  
of Land being by estimation about three Acers bee It more  
or lesse, being next to the Salmon ffall Mills, being butted &  
bounded as followeth, vizd<sup>e</sup> bounded on the South Easterly  
side of It, with the high way that comes down to y<sup>e</sup> Sallmon<sup>d</sup>

Fall Mills, And on the East end of it with the Country high way; being In breadth at the Easterly end eighty one foote to a marked post, & from thence to runne downe towards the River to the vpper end of the Logg fence, & from thence by the logg fence down to the Salmond Fall River, the Westerly end whereof being bounded with the sayd River/ to haue & to hould the aboue mentioned peece or Prcell of Land to you the sd Geo: Broughton & John Broughton thejr heyres & assignes for ever, to thejr onely proper vse benefitt & behoofe for ever; And the sd Roger Playstead & Olive his wife, for them selues thejr heyres & assigns do couenant promiss & grant to & with the sd Geo: Broughton & John Broughton thejr heyres & assigns, that they the sd Roger Playstead & Olive his wife haue in y<sup>m</sup> selues good Right full pouer & Lawfull authority the aboue given & granted p'misses to sell & dispose of, & that y<sup>e</sup> same & every part & Prcell thereof are free & Cleare, & freely & Clearly acquitted, exonerated & discharged off, & from all & all manner of former Gyfts grants leases Morgages Wills Intayls Judm<sup>ts</sup> executions pouer of thirds & all other Incomberances of what nature & kind soever; had made done acknowledged, committed or suffered to bee done or Committed; W<sup>r</sup>by the sd George Broughton, or John Broughton thejr heyres or assignes shall or any wayes bee Molested in, Evicted, or Eicted out of the aboue granted p'misses, or any part or Prcell thejr of, by any Prson or Prsons whatsoever, haueing Claymeing or Pretending to haue or Clayme any Legall Right title Interest Clayme or demānd of in or to the aboue granted p'mises. And the sayd Roger Playstead, & Olive his wife doe for them selues, thejr heyres executors administrators & assignes, covenant promiss & grant to & with the sd Geo: Broughton & John Broughton thejr heyres & assignes the aboue granted peece or Prcell of Land to warrant & for ever Defend by these Prsents/ In witness whereof the sd Roger Playstead, & Olive his wife haue herevnto putt y<sup>r</sup> hands & seals this eighteenth day of

Aprill, In y<sup>e</sup> yeare of o<sup>r</sup> Lord one thousand six hundred  
seaventy one/ & In the three & tweenteth yeare of y<sup>e</sup> Reign  
of o<sup>r</sup> Sovereign Lord Charles the (2) of England Scotland  
France & Ireland King Defend<sup>r</sup> of the faith/

Signed sealed & Delive<sup>r</sup>d

Roger Playstead (<sup>his</sup> seal)

In the Prsence of, us

Olive Playstead (<sup>her</sup> seal)

Henery Wright/

James Playsted/

her marke



Kittery the 22<sup>th</sup> of May 1671 : Mr Roger  
Playstead & Olive his wife, acknowl-  
edged this Instrument to bee thejr free  
Act & Deede, & the sd Oliue rendering  
vp his thj<sup>r</sup>ds & Right of Dowry at y<sup>e</sup>  
same tyme, before mee Elyas Styleman  
Commissio<sup>r</sup>/

A true Coppy of this Instrument or Deed aboue written,  
transcribed out of originall & there with Compared this 30<sup>th</sup>  
day of May 1671 : p Edw : Rishworth ReCor :

Att a Town meeteing at Kittery the 8<sup>th</sup> of April 1651 :

It is ordered at this Town Meeteing, that  
Kittery To Thomas Spencer & Humfrey Chadborne to them  
Spencer their heyres or assignes for ever shall haue  
& Namly Tomtinkers swampe & fue hundred pine  
Chadbourn trees besids allotted vnto them by the Townsmen  
when Mr Lead<sup>r</sup> comes/

And It is further ordered that Thom<sup>s</sup> Spencer & Humfrey  
Chadborne thejr heyres or assignes for ever shall haue free  
passage for the bringing of Tymber down the little River  
vnto thejr Mill/

It is further ordered at the same Meeteing that Humfrey  
Chadborne shall haue to him & his heyres or Assignes for  
ever thyrty Acers of Meddow by or Adioyning to [97] a  
pond commanly Called by y<sup>e</sup> name of Sacoe Pond/ this

BOOK II, FOL. 97.

grant of Meddow layd out June 14 : 1653 : by Cap<sup>t</sup> Nicho :  
Shapleigh Nicho : Frost & Anthony Emery Select men/

May : 24 : 1652 :

Wee the Select Townsmen for Kittery haue granted &  
D<sup>ms</sup> Lotted vnto Humfrey Chadborne his heyres or  
assignes for ever all that Land y<sup>t</sup> lyeth between  
Mr Thomas Broughtons, & Mr Richd Lead<sup>m</sup> bounds, & soe  
backwards into the woods by the same lyne of Mr Lead<sup>m</sup>,  
& Joyneing vnto It, with all the Tymber vpon the sd Tract  
it being two hundred Acers/ & this lott was bounded by the  
select men the 12 : of Aprill 1654 : Namly Mr Nic : Shap-  
leigh, Mr John Wincoll & Anthony Emery Townsmen/

May : 24 : 1652 :

Wee Townsmen for Kittery haue Lotted vnto Humfrey  
Chadborne & Thomas Spencer thejr heyres or assignes for  
D<sup>ms</sup> ever, fwe hundred of pine trees that was given  
them at a Town Meeteing, at Kittery & stands  
vpon ReCord/ & Wee haue given them all the rest of the  
pines that are in the same swampe where Wee Lotted them  
out/ It being the next great swampe beyond Tomtinkers  
swampe, of note, & hath on the South West side a peece of  
Land lotted vnto Willi<sup>t</sup> Spencer/ It being bounded on the  
North East side with y<sup>e</sup> same swampe & on the South West  
side with a little swampe, that hath some pynes growing In  
it/ soe the lott runnes between the same bounds named from  
the little River to his fathers Thom<sup>s</sup> Spencers Meddow/ lijng  
at the vpper end of the sd lott/

May 24 : 1652 :

Wee the Townsmen for Kittery haue lotted & granted vnto  
D<sup>ms</sup> Humfrey Chadborne his heyres & assignes for  
ever, one hundred Acers of Land next adioyne-  
ing to a certen Meddow of thirty acers that was given him  
at a Town Meeteing at Kittery & stands vpon ReCord  
beareing date the eight day of Aprill 1641 :

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June 24 : 1659 :

Granted vnto Humfrey Chadborne by the Select Townsmen  
for Kittery & vnto his heyres & assignes for ever  
D<sup>ne</sup> one hundred Acers of Land more to bee layd  
out, vnto one hundred Acers that was granted him before  
at Kittery & stands vpon ReCord beareing date the 24 of  
May 1652 : this lott to begine at y<sup>e</sup> vpper end of y<sup>e</sup> pond/

Nic : Shapleigh/

These are true Coppys taken out of y<sup>e</sup>  
Town booke of Kittery & subscribed  
by the select men/

Tho : Withers/

James Heard

John Symonds

A true Coppy of these grants aboue  
written transcribed out of a Coppy  
there of, & therewith compared this

John Dyament :

Miles Tompson/

31 : day of May 1671 :

p Edw : Rishworth ReCor :

Know all men by these Prsents that I Bryan Pendleton of  
Winter Harbour in the County of Yorke, for the Intyre affec-  
tion that I beare vnto my Grandson (now my adopted Sun)  
Pendleton fletcher, haue freely & absolutely given granted  
& by these Prsents do give & grant vnto him the sd Pendel-  
ton fletcher & to his heyres for ever, all my necke of Land  
on which I now liue extending as fare as the Mill, togeather  
with two Yslands, Comanly called Wood Ysland & Gibbines  
Ysland, with nineteen Acers & an halfe of Meddow lijng on  
the West side of the little River, with one hundred Acers of  
vpland belonging to it, the Meddow marked & bounded with  
hooles & trenches digged about it, & compasseth  
Pendleton about an Ysland Commanly called Scadlocks  
To Ysland, as alsoe two acers 3 quarters of Meddow  
Fletcher lijng over against the sd Meddow on the other  
side of of the Rjver Eastward, togeather with my dwelling  
house & other houseing vpon it with all the privilegedes &

appurtenances belonging to the sd Necke of Land, with halfe  
y<sup>e</sup> stocke vpon the same; provided that If hee y<sup>e</sup> sd Pendle-  
ton ffletcher dy before hee come to age, or after hee is at age  
shall dy with out any heyre lawfully begotten by him, that  
y<sup>n</sup> the Premisses & all & singular of them shall fall vnto my  
sonn James & after him to his children the valew of it to bee  
æqually deuided amongst them; always reserving to my  
selfe & wife, or the longest liver of us the liueing on, &  
Improuem<sup>t</sup> of, or benefitt ariseing from the Whool, dureing  
the naturall life of us or either of us, any thing in the p<sup>r</sup>misses  
to y<sup>e</sup> Contrary, notwithstanding/ Finally I appoynt & ordayn  
my beloued frejnds Mr Josua Moodey & Mr Richd Martine  
to bee ffeoffees in trust for y<sup>e</sup> estate & Gardians to the child  
dureing his Minority, that soe both the estate may be lookd  
after, & the child taken care for, after my death, If I dy  
before the Child comes to age/ In witness to the premisses  
I haue here vnto sett my hand & seal this twenty fifth of  
May one thousand six hundred seventy one/

Signed sealed & Delive<sup>r</sup>d

Bryan Pendleton (<sup>his</sup> seal)

to the ffeoffees in trust

in the behalfe of the child/

this 25 of May 1671 :

In Prsence of us/

James Bayley

John Hill/

Portsmo<sup>th</sup> 25 : 1671 : Major

Bryan Pendleton acknowl-

edged this Instrument to

bee his free act & Deed,

before mee Elyas Styleman

Commissio<sup>r</sup>

A true Coppy of this Deed of gyft or Instrum<sup>t</sup> aboue writ-  
ten transcribed out of the originall & there with compared  
this first day of June 1671 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that John Wincoll of  
Kittery In the County of Yorke, for valewable Consideration  
already received of Beñonie Hodgden of the same Town, to

BOOK II, FOL. 97, 98.

full content & satisfaction before the writeing hereof, hath  
 given granted barganed sould Infeoffed & Con-  
 Wincol                      firmed & doe by these Presents for him selfe his  
 To                              heyres executors & administrators giue grant  
 Hodgdon                    bargan sell Infeoffe & Confirme vnto the aforesd

Benonie Hodgdsden fuety Acers of Land scituate & being In  
 the Town of Kittery aforesayd, & bounded on the South  
 with the Land of Richd Tozier, the West with the River that  
 parts Dover, & Kittery, the North the Land of the sd John  
 Wincoll, & the East with Coṃan Land/ Which fuety Acers  
 of Land, is [98] the one halfe of that hundred Acers, w<sup>h</sup>  
 the Town of Kittery formerly granted vnto the sd Wincoll,  
 & now by the sd Jo<sup>n</sup> Wincoll sould vnto y<sup>e</sup> sd Benony  
 Hodgdsden/ to haue & to hould the sd fivety acers of Land  
 with all y<sup>e</sup> appurtenances & priuiledges y<sup>r</sup>to belonging vnto  
 him y<sup>e</sup> sd Benony Hodgden his heyres executors administra-  
 tors or assignes for ever; onely It is to bee vnderstood, that  
 this sayle doth not extend to a small peece of the sd Land  
 of about an Acer by the River side & Joyneing to Richard  
 Toziers lott, & fenced in with the sd Toziers fence/ Which  
 sd small peece of Land the sd Wincoll gaue to y<sup>e</sup> sayd Tozier  
 In Consideration of the Daṃage the Mill Dame did vnto the  
 sd Toziers Meddow/ & for Confirmation of the treuth here of  
 the abouesd John Wincoll hath sett his hand & seale this  
 31 : day of May 1671 :

Signed sealed & Delivered In	John Wincoll ( <sup>his</sup> <sub>scale</sub> )
the Presence of us/	
Edw : Rishworth	This Instrum <sup>t</sup> within written owned
Susanna Rishworth	by Cap <sup>t</sup> John Wincoll as his Act
	& Deede this 31 : of May 1671 :
	before mee Edw : Rishworth
	Assotiate/

A true Coppy of this Instrument aboue written transcribed  
 out of the originall & y<sup>r</sup>with Compared this ffirst day of  
 June 1671 : p Edw : Rishworth ReCor :

July: 6<sup>th</sup> 1671:

Possession & seizin was given by Twidg & Turffe of the  
Necke of Land at Blacke Poynt by Hene: Jocelyn Esq<sup>r</sup> to  
Josua Scottow in lew of y<sup>e</sup> whoole Contayned in this  
Morgage/

In the psence of us/ Sa <sup>m</sup> ell Cheevers/ & William Pittman/	{ Witness our hands this 25 <sup>th</sup> of July 1668: Sa <sup>m</sup> ell Cheever Willia <sup>m</sup> Pittman/
Taken vpon oath March 23: 1648 before Edw: Ting Assistant	

A true Coppy of the possession given transcribed out of  
y<sup>e</sup> originall this 6: July 1671: p Edw: Rishworth ReCor:

Cole &  
Pudington  
To  
Johnson

This Indenture wittneseth that we Nicolas Cole and John  
Pudington both of Capporpus in the Province  
of maine doe fully and truly make ouer vnto  
ffrancis Johnson of Boston his heirs executors  
Administrators or Assignes all our full proprie-  
tie of Land and houseinge in Capporpus aforesaid, that is  
to say one hundred Ackers of vpland and sixteen Ackers of  
salte meddow beinge the proper estate of me Nicolas Cole  
w<sup>th</sup> the house that is now bilte as allsoe one hundred Ackers  
of vpland and thirteen Ackers of Salte meddow w<sup>ch</sup> land  
beinge the proper estate of me John Pudington w<sup>th</sup> the house  
that stand one it all w<sup>ch</sup> Lands beinge two hundred Ackers  
of vpland and twentie nine Ackers of Salte meddow be it  
more or Lesse accordinge to the grante giuen to both vs,  
And likewise our fishinge boat that is in our possetion with  
Road grapnell sailes and all other necessarys that belongs to  
her all w<sup>ch</sup> Land houseinge and boate we doe as aboue make  
ouer vnto the said Johnson and his heirs as aboue exprest  
for the payment of a due debt vnto the said Johnson w<sup>ch</sup>  
debte is to be paid as ffolloweth; fiftie pounds in good mar-  
chantable ors at two pence a foot from sixteen to six and

twentie foot p ore at a convenient place in Capporpus whier  
a boate may take them in by the laste of Aprill next and  
what debte is truly more Due vnto the said Johnson we  
promise to pay in good dry fishe at price Corant the fouer-  
teenth of October next after And if the said payments be  
faithfully made and donn then the aboue said Ingagmente of  
houses Lands and boate to be voyd if not it shall be lawfull  
for the said Johnson to take full possetion of the aboue  
said houses Lands and boate vnto all w<sup>ch</sup> we the said Nicolas  
Colle and John Pudington doe binde vs our hears executors  
Administrators & Assignes for the true performance of the  
aboue said Condition as wittnes our hands the tenth of June  
Anno 1666

Wittnes heervnto

Nicolas Cole

John Pudington

Griffine / mountigue his marke

William O Renouls his marke



A true Coppy of this Instrument transcribed out of y<sup>e</sup>  
originall & y<sup>r</sup>with compared this 15: July: 1671: p Edw:  
Rishworth ReCor:

Wittnes these p'sents that wheiras their was a morgage of  
houses and lands & a shallope made by vs John Pudington  
& Nicolas Cole both of Capporpus in the Countie of yorke-  
sheer New England; w<sup>ch</sup> morgage was made vnto ffrancis  
Johnson of Boston marchant for a Considerable some and  
we not able to make satisfaction for the originall debte are  
willinge to giue vnto the said ffrancis Johnson willinge and  
free possetion of the houses Lands and Shallop accordinge to  
the morgage of the sam<sup>e</sup> bearing<sup>e</sup> date the tenth of June  
one thousand six hundred sixtie & sixe.

Now knowe all men by these p'sents that we John Pud-  
ington and Nicolas Cole w<sup>th</sup> the Consente of our wiues haue  
deliuered & full possition giuen vnto ffrancis  
Johnson of Boston and his hears for euer to haue



D<sup>m</sup>

and to hould all and Singuler the said houses Lands and Shallopp; that is to say the house and land of me John Pudington w<sup>ch</sup> Lands Containes one hundred Ackers of vpland and thirteen Ackers of salt marsh be it more or lesse accordinge to my grante laid out to me, And allsoe the house & land of me Nicolas Cole w<sup>ch</sup> land is one hundred Ackers of vpland and sixteen Ackers of meddow be it more or lesse, And the shallopp w<sup>ch</sup> is apertaininge to both of vs w<sup>ch</sup> is accordinge to the morgage baringe Date the day and yeare aboue expreste, All w<sup>ch</sup> houses Lands & shallopp wee haue deliuered and giuen free possition of; by the ordinary way of Deliuery that is to say by giueinge possetion of the houses and Shallopp by possetion and the lands by twige and turfe And we the said Pudington and Cole do binde o<sup>r</sup> selues or hears executors Administrators and Assignes to maintaine the saile and Deliuery of all the aboue said premises; againste any that shall lay any Claime to any parte or parsell of the aboue exprest as witnes o<sup>r</sup> hands and seales this sixt day of October one thousand six hundred sixtie & eight, 1668

Signed sealed and deliuered That is to say all the right and  
in the p<sup>r</sup>sence of vs title that neather we nor any  
Griffin mountigue by vs neather hears nor any  
his  marke other shall make any Claime  
Simon Bussie to it but we to stand & defend it.  
his  marke

John Pudington & seale ○  
mary Pudington

A true Coppy of this  
Instrum<sup>t</sup> aboue written  
transcribed out of y<sup>e</sup> origi-  
nall & y<sup>r</sup>with Compared  
this 15: July: 71: p  
Edw: Rishworth ReCor:

her  marke & seale ○  
Nicolas Cole & seale: ○  
Jane Cole her  
marke  & seale ○

wells 5<sup>th</sup>: 5<sup>mo</sup>: 70 Grifine mountigue and Simon Bussie beinge  
sworne doe say that they saw John Pudington and mary



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his wife & Nicolas Cole & Jane his wife signe seale and  
 deliuer this Instrum<sup>te</sup> as their ioynt act & deed to ffra :  
 Johnson & that they allsoe gaue him possetion of the bar-  
 ganed premises Tho : Danforth  
 possetion taken this 9<sup>th</sup> July 1670 p ffrancis Johnson of  
 the houses and lands w<sup>th</sup> all the aporテナuncis belong-  
 inge to Nicolas Cole & John Pudington accordinge to this  
 Instrument before Brian p . . dl . ton Assosiate  
 Wittnes to the possetion George ffoxwell  
 Thos . . . . .

[99] Wittnes these p'sents that I William Renols of  
 Kenibunke in the p'senks of Capporpus in the prouence of  
 mayne New England haue sould and Deliuiered into the  
 hands and haue giuen full possetion vnto ffrancis Johnson of  
 Boston New England aforesaid all my Land Lieinge and  
 boundinge on the land of my ffather William Renols one the  
 North Weste and soe into woods towards Capporpus the  
 quantitie of w<sup>ch</sup> Land is two hundred Ackers of  
 vpland and fiue Ackers of marsh ; w<sup>ch</sup> Land I  
 the said William Renols doe passe ouer vnto the  
 aboue said ffrancis Johnson his hears executors  
 Administrators or Assignes for euer as wittnes my hand this  
 firste of June one thousand six hundred sixtie and seauen.

The condition is that if the said William Renols shall pay  
 or Cause to be paid vnto ffrancis Johnson or his Assignes  
 the full and Juste some of seauenteen pounds six shillings  
 and eleaven pence in maner ffollowinge that is to say nine  
 pounds at or vpon the laste of may next and eighte pounds  
 six shillings and eleauen pence the laste of September next  
 after in Corrant fishe Corne or Cattell at price Corant in  
 New England then the aboue obligation to be voyd or else  
 to stand in full force and vertue wheirvnto I william Renols

binde me my heirs executors Administrators and Assignes  
as witness my hand the day and yeare aboue written

This Deed signed sealed and Land William Renols  
deliuered in the p'sence of his marke  and seale   
Nicolas Cole

John Pudington William Renols appeared before me  
the 27 of June 1671 and did  
acknowledge that this Instru-  
mente to be his acte and Deed  
before me Bryan Pendelton

Asosiate

A true Copy of this Instrum<sup>t</sup> transcribed out of y<sup>e</sup>

originall & y<sup>r</sup>with examined this 15 : July 1671 :

p Edw : Rishworth ReCor :

This Indenture wittneseth that I Phillipe Hatch of yorke  
in the Countie of yorke sheer w<sup>th</sup> the Consent of Patience  
my wife for and in Consideration of his pte of a bill w<sup>ch</sup> was  
prosecuted in Courte held in yorke aforesaid the fifteenth of  
September laste w<sup>ch</sup> bill was Joynte and severall betwene me  
the aboue said Phillipe Hatch and James Dixie  
the varde<sup>t</sup> of the Courte w<sup>th</sup> the Charge came  
to the some of twelue pounds three shillings and  
six pence and I not at p'sente not able to pay my  
halfe pte w<sup>ch</sup> is the some of six pounds one shillinge and  
nine pence, doe hereby acknowledge to haue deliuered into  
the hands of ffrancis Johnson of Boston (vnto whom the  
debt is due) to him his heirs executors Administrators or  
Assignes for euer one psell of Land containinge fīue Ackers  
more or lesse as it was laid out w<sup>ch</sup> Land Lieth vp yorke  
riuier and is bounded one ffreathies Land one the este and  
ould Robart Knights one the weste w<sup>ch</sup> Land I doe deliuer  
one these tarmes that if I the said Phillip Hatch can dispose  
of itt to my advantage betweene this and the twentieth of

Hatch  
To  
Johnson

may next and the pay to remane in the purchessers hands as  
equivolente to oyle or fishe deliuered at Boston, then I the  
said ffrancis Johnson doe promise to accept of it and if it be  
not sould by me Phillipe Hatch before the time aboue  
expressed then it shall be Lawfull for the said ffrancis Johnson  
to make saile of it as he cann and what it coms shorte of the  
aboue said some, I the said Hatch promiseth to make it vp  
in the like pay aboue expreste vnto all w<sup>ch</sup> we the aboue said  
Phillipe Hatch and Patience my wife binds o<sup>r</sup> selues o<sup>r</sup> hears  
executors Administrators and Assignes fearmly as wittnes o<sup>r</sup>  
hands this twentie six day of October 1668

Hhillip *PH* Hatch marke & seale O

Patience *PH* Hatch marke & seale O

Signed sealed & deliuered in  
the p<sup>r</sup>sence of George Snell

John *X* Brane his marke

A true Coppy of this Instrum<sup>t</sup>  
aboue written transcribed out of  
the originall this 15 : July 71 :  
p Edw : Rishworth ReCor :

This Instrum<sup>to</sup> was acknowledged 27<sup>th</sup> : 8<sup>m</sup> : 1668  
before me John Allcocke Comitionor

These Prsents testify that I James Pendleton of Ports-  
mouth in Pischataq River M<sup>r</sup>chant by & with y<sup>e</sup> consent of  
Hannah my wife, for & in Consideration of fourty fue pounds  
in hand paid mee by William Oliver, & Benedict Oliver  
of the Ysles of shoals fishermen, the receipt w<sup>of</sup> I doe  
hereby ackn<sup>ow</sup>ledg & my selfe y<sup>r</sup>with to bee fully satisfyd  
contented & payd, & do for mee my heyres executors,  
administrators, & for every of them for ever  
acquitt & discharge, them the sd William Oliver  
& Benedick Oliver, & thejre & either of thejr  
heyres executors administrators or assignes of &

Pendleton  
To  
2 Olivers

from euery part & Prcell there of, haue given granted barganed sould alienated assigned & sett over, & by these Prsents do give grant bargane sell aliene, assigne & sett over vnto them the sd Wi . . Oliver, & Benedict Oliver, all that my dwelling house on Smuttynose Ysland on the Yles of Shoales togeather with halfe the stage (where of the other halfe of the Stage is Michell Endles with the flake rowmes there vnto belonging) formerly in the Tenour & occupation of & belonging two Daud Tankine & now in the Teño<sup>r</sup> & occupation of them the sd William Oliver & Benedict Oliver to haue & to hould the sayd dwelling house halfe stage & flakerowme with all the profetts priuiledges & appurtenances there vnto belonging & app<sup>t</sup>ayneing, vnto them the sd William Oliver, & Benedict Oliver & vnto thejr heyres executors administrators & assignes for ever, & the sayd James Pendleton for him selfe his heyres executors & Administrators & for every of them doth Covenant & promiss to & with them the sayd Wilt : Oliver & Benedict Oliver & to & with either of thejr heyres, executors Administrators or assignes & to & with every of them that at psent & before the sealeing here of, hee standeth ceazed & possessed of the aboue mentioned Premisses, in a good estate of fee symple, & that hee hath not heretofore done nor suffered to bee done any act or thing which may any way hinder or Impeach there y<sup>e</sup> sayd William Oliver & Benedict Olivers Right title or Intrest, vnto the aboue mentioned Prmisses, or any part there of, & further the sayd James Pendleton for him selfe his heyres executors & administrators & for every of them, doth covenant & promiss to & with the sayd William Oliver & Benedict Oliver to & with thejr heyres executors Administrators & assignes, & to & with euery of them to defend the Title y<sup>r</sup>of vnto them thejr heyres executors administrators or Assignes against all psons Whatsoever (The Pattentees only excepted) In witness w<sup>o</sup>f I haue here vnto sett my hand & seale this eighteenth day of March Anno Dom<sup>i</sup> one thousand six

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[100] hundred sixty & Nine, & In the Twenty second yeare of the Reign of our Sovereign Ld Charles the second, King of England Scotland France & Ireland Defend<sup>r</sup> of the faith &c: 1669:

Signed sealed & Delive<sup>r</sup>d

James Pendleton (<sup>his</sup> seal)

In the Psence of/

Hannah Pendleton (<sup>her</sup> seale)

Stephen Jones/

Joseph ffeild

Cap<sup>t</sup> James Pendleton acknowledged

Ric : Stylemā : Secty/

this Instrum<sup>t</sup> aboue written to bee his Act & Deede this 6th of July 1671: before mee Edw: Rishworth Assotiate/

Vera a Copia of this Deed aboue written transcribed out of the originall & there with Compared this 24: July: 71:

p Edw: Rishworth ReCor:

vnto all Christean people vnto whom these Psents shall come, I Charles Frost of the Town of Kittery on  
 Frost To 2 Olivers  
 Pischatag River In New England yeoman, for the valew of fueteen pounds to mee In hand payd, & by mee Received, haue barganed granted, & by these psents sould & made ouer vnto William Oliver & to his brother Richd Oliver both of the Ysles of Shoals fishermen, Joyntly & severally my whoole right title & Interest in & to a Certen peece or Prcell of Land Contayneing fuety Acers w<sup>ch</sup> is one halfe of that hundred Acers w<sup>ch</sup> was granted to mee by the Towne of Kittery, lijng and being on the East side of Newgewanacke River neare vnto the place Called Tomson Poynt, bounded on the West with the River, & on the North with John Heards Land, on the South with Wilt: Furbush his Land, & on the East with Marked trees/ the sayd Olivers or either of them thejr heyres, executors Administrators & assignes, to haue hould Occupy &

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Inioy the sd Land, with all the priuiledges there vnto belonging to them thejr heyres, executors administrators & assignes for ever, with out any lett denjall æquivocation or Contradiction of mee the sd Frost my heyres or assignes, or any Prson or Prsons w<sup>t</sup>soever, from by or vnd<sup>r</sup> mee/ In witness w<sup>o</sup>f I haue sett two my hand & seale this 27 : day of June In y<sup>e</sup> sixteenth yeare of the Reign of o<sup>r</sup> Soverign Ld Charles the 2u<sup>nd</sup> by the Grace of God King of great Brittain France & Ireland Defend<sup>r</sup> of the faith, Anno : Dom<sup>i</sup> 1664 :

Signed sealed & Delive <sup>r</sup> d/	Charles Frost ( <sup>his</sup> <sub>seale</sub> )
In p <sup>s</sup> ence of/	This Instrum <sup>t</sup> was acknowledged by
Tho : Wills/	Charles Frost this 28 : June : 1664
John ffrost/	before mee Tho : Withers/
	Owned In Court this 4th July : 1671 :
	by Cap <sup>t</sup> Charles Frost to bee his
	Act & Deede before mee Edw :
	Rishworth Assotiate

vera Copia of this Instrum<sup>t</sup> aboue written transcribed & examined p the originall this 24 : of July 1671 :

p Edw : Rishworth ReCor :

Know all men by these Prsents y<sup>t</sup> I Willia<sup>m</sup> Hamonds of Wells, In the Province of Mayne In New England, for a valewable consideration already received, haue barganed & sould, & by these Prsents do grant covenant bargane & sell vnto Mr William Symonds of the aforesd Town & province I say to him & his heyres for ever, a certen Prcell of sea Wall begining at that sea Wall which already is his owne, & soe to runne to the Ysland Called Drakes Yland, & soe by the sea Which is about foure or fue Acers, bee It more or lesse, where vnto I haue sett my hand & seale, this six & twenty

Hamond  
To  
Symonds

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day of Febru : In the yeare of our Lord one thousand six hundred sixty seaven/

Signed sealed & Deliverd

In the Prsence of/

James Gooch/

George Parker his

marke/ 

Willia<sup>~</sup> Hamonds (<sup>his</sup><sub>scale</sub>)

William Hamonds acknowledged

this Instrument to bee his Act

& Deede this 5 : July : 71 :

before mee Edw : Rishworth

Assotiate/

Vera Copia of this Instrument aboue written transcribed & examined by the Originall this 27 : July : 71 :

p Edw : Rishworth ReCor :

Know all men by these Prsents that I Michaell Maddiver of Spurwinke In y<sup>e</sup> Town of bla<sup>~</sup> Poynt alias Scarborrough In y<sup>e</sup> County of Yorke Planter, for & in consideration of Mr Jo<sup>n</sup> Gys Plantation at Papeding In Cascoe bay

Maddiver  
To  
Gyndal


with the houseing & land expressed in a deede made by Mr Robert Jordan to y<sup>e</sup> sd Guy, beareing date 10 : of May : 1662 : haue barganed sould & doe by these Prsents absolutely giue grant sell & Confirme vnto Walter Gyndall planter of the same County but dwelling in the Town of Falmouth all my right Interest & Title I haue or out to haue in my plantation on the West side of Spurwinke River with all my land Contayned In my deede w<sup>ch</sup> I had from Mr Robert Jordan, bearing date the 3d day of March 1657 : with my dwelling house & w<sup>soeuer</sup> I haue Improved vpon the p<sup>m</sup>isses, by these Emptijng my selfe Heyrs & executors of & from all Clayme title & Interest y<sup>r</sup>in by these absolutely giveing granting selling & Confirming, all the aforesd p<sup>m</sup>isses vnto Walter Gyndall his heyres & assignes for ever, for & in consideration of the aforesd plantation of Mr John Gys, with three Acers of Marsh to bee added to It w<sup>ch</sup> the sd Guy formerly bought of Nicho :

Whitte/ to witnes the treuth here of I do here vnto sett my hand & seale this eight day of May 1669 :

Witness

Hene : Jocelyn

Dunken Jessum

his marke 

The  marke

of Michael (his seal)

Maddiver

Joell Maddiver

*M I*

This aboue written Instrument was  
acknowledged by Michael Maddiver  
at a Commission Court held at Falmouth  
the 25 : of May, 1669 : to bee his Act & Deede  
as Attests Fran : Neal ReCor : Witnes Hen :  
Jocelyn & Tho : Hamett, that Joell Maddiver  
consents to y<sup>e</sup> Instrum<sup>t</sup>

A true Coppy of this Instrument aboue written tran-  
scribed out of the originall, & there with compared this 25 :  
July : 71 : p Edw : Rishworth Re : Cor :


[101] These Presents Testify that I william Ham of  
Portsmouth In Pischataqua River yeamon, for & In consid-  
eration of the some of Twenty pounds, & one barrell of  
Mollosses in hand payd before the Insealeing here of by  
Nathall Fryer of Portsmouth In Pischataq River M<sup>c</sup>chant  
the receipt where of I hereby acknowledg, & there of & of  
every part & Prcell there of, doe for mee my heys execu-  
tors, & assignes, acquitt & discharge the sayd Nathall Fryer,  
his heyres, executors administrators or assignes,  
Ham & y<sup>r</sup>with do acknowledg my selfe to bee satisfyd  
To contented & payd haue barganed sould aliened  
Fryer assigned & sett over, & by these Psents do bar-  
gane sell aliene assigne & sett over vnto the sayd Nathanill

Fryer all these my dwelling houses, fishing houses, stage houses, stages Flakes & flakes, Rowmes, with all the ground whereon the sayd houses stand, togeather with all the Moareing & moreing places, & all other pftts & priuiledges y<sup>v</sup>nto belonging, or heretofore by mee or my assignes vsed & Inioyed, scituate & being on Malligoe Ysland, at the Ysles of shoales, now or late In the teño<sup>r</sup> or occupation of William Oliver (except & always Received out of this Prsent grant the house which Tobias Taylo<sup>r</sup> now liueth in, & the ground where on the sd house standeth) to haue & to hould vnto him the sayd Natha<sup>l</sup> Fryer, his heyres executors administrators or assigns for ever, & the sayd William Ham for him selfe his heyres executors & administrators, & for every of them doth covenant & promiss to & with the sayd Nathanell Fryer his heyres, executors administrators or assigns & with every of them, that at the Prsent & before the Insealeing here of hee standeth seized & possessed of all the aboue mentioned premisses in a good estate of Fee symle, & that hee hath not barganed sould, given granted aliened assignd sett over or Morgaged the aboue mentioned Prmises or any part thereof (except before excepted) to any other Prson whatsoever, & further the sd William Ham for him selfe his heyres executors, & administrators & for every of them doth covenant & promiss to & with the sayd Nathall Fryer, his heyres executors, administrators or assigns, & with every of them to defend the title there of vnto him the sayd Nathall Fryer his heyres, executors administrators or assigns against all Prsons w<sup>o</sup>soeuer/ In Witness where of the sayd William Ham & Honor his wife haue herevnto sett thejr hands & seales this eleaventh day of Novemb<sup>r</sup> Anno : Dom<sup>i</sup> : One thousand six hundred sixty & seaven/ & In the Nineteenth yeare of the Reign of

our Sovereigne Lord Charles the second King of England  
Scotland France & Ireland Defend<sup>r</sup> of the faith/ 1667 :

Signed sealed & Delivered/ William Ham (<sup>his</sup> scale)

& seazin & possession given by the marke of Honor

Twigg & Turffe by William Ham Ham  (<sup>her</sup> scale)

In p<sup>r</sup>esence of us/

James Pendleton/ This Deede was acknowledged before

William Sumner/ mee to bee the Act & Deed of Wil-  
liam Ham & Honer his wife

James Pendleton Commisio<sup>r</sup>

vera Copia of this Instrument transcribed out of the origi-  
nall & there with compared this 29 : July : 1671 :

p Edw : Rishworth ReCor :

This Indenture made the fiuteenth day of October, In  
the eighteenth year of the Reign of our sovereign Lord  
Charles the second, by the Grace of god of England Scott-  
land, France, & Ireland King, Defend<sup>r</sup> of the faith between  
George Palmer of Kittery In the province of Mayn, & his  
wife Elizabeth Palmer of the one Prty, & Hene : Greenland  
of the Province of Mayn Chyergeon of the other Prty/ Wit-  
nesseth, that y<sup>e</sup> sayd George Palmer with the

Palmer Consent & Assent of his wife Elizabeth Palmer,

To for & . . consideration of one hundred & twenty

Greenland pounds, before the sealeing & de . . uery of these

Prsents well & truely payd, the receipt w<sup>o</sup>f, the sd Ge . . .

Palmer & his wife Elizabeth Palmer, doth here by acknowl-

edg, & them selues to bee fully satisfyd contented & payd

there of, & of euery part & Prcell there of, & of every

penny there of, doe acquitt exonera . . & discharge the sd

Hene : Greenland his heyres executors & administra . . .

& every of them & for ever p these Prsents ; Hath given


granted ba . ganed & sould alieond Infeoffed convayd released

assured, Delivered & confirmed, & by these Prsents doth giue

grant bargan & sell alieone Inf . . . . . convey release assure  
 deliver & Confirme vnto the sayd Hene : Greenlād his heyres  
 administrators for Ever, all that dwelling house out houses  
 with one hundred Acers of Lands, & all Lands else possessed  
 by mee Geo : Palmer & Elizabeth my wife with in the Town  
 shipe of Kittery aforesd, the which Prcell of Land was  
 lat . . . purchased from Cap<sup>t</sup> Walter Barefoote as doth by a  
 deed at large appeare, & alsoe all Co<sup>m</sup>anes Easeme<sup>n</sup> profetts  
 Commoditys Advantages . . . . . n<sup>t</sup> hereditaments appur-  
 tenances to the sd houses & Prcell of . . . . . y wise  
 app'tayning, & alsoe all the Right . . . . .  
 . emain . . . . . euer [102] of him the sayd  
 George Palmer, his executors administrators & assignes &  
 every of them, to haue & to hould the sayd dwelling house  
 & out houses, the sayd Prcell of Land, & every part &  
 Prcell there of, with the appurtenances vnto the sd Henery  
 Greenland his heyres & assignes for ever, to the soole &  
 onely vse & benefitt of the sayd Henery Greenland, & his  
 heyres & assignes for ever; And to & for noe other vse  
 intent or purpose whatsoever/

And the sd George Palmer for him selfe his heyres, exe-  
 cutors, administrators & assigns & for all & every of them  
 doth Covenant promiss & grant to & with the sd Henery  
 Greenland, his heyres & assignes, to & with euery of them,  
 by these Prsents, that hee y<sup>e</sup> sd H . . e : Greenland, his  
 heyres & assignes & every of them, shall & lawfully may  
 from tyme to tyme & at all tymes for ever hereafter haue  
 hould vse occupy possess & Inioy all & singular the before  
 hereby granted & barganed prmises, & every part & Prcell  
 there of with appurtenances freed acquitted & discharged, or  
 otherwise well & sufficiently saved, & kept harmeless of &  
 from all & all manner of former & other barganes, sales gyfts  
 grants Rents Leases Morgages, Joynters Dowries, title of  
 Dower of Elizabeth the now wife of the sd Geo : Palmer  
 Judgm<sup>n</sup> executions Titles, troubles charges Incomberances &  
 demands w<sup>t</sup>soeuer, heretofore had made Committed suffered

or done or hereafter bee had made committed suffered or done by the sayd Geo : Palmer his heyres or assignes or any of them, or of or by any other Prson or Prsons w'soeuer Lawfully Clameing, or Calmeing any estate right Title or Interest from by or vnder him or any of them : And the sayd Geo : Palmer for him his heyres executors & administrators, & for all & every of them doth further Covenant promiss & grant to & with the sd Hene : Greenland his heyres & Assignes to & with euery of them by these Prsents, that hee the sd Geo : Palmer, & Elizabeth his wife shall & will & thejr heyres shall & will with in seaven years next Insueing the date here of, at y<sup>e</sup> request Cost & charges in the Law of him the sd Hene : Greenland make do acknowledge execute & suffer or cause & procure to bee made done acknowledged executed & suffered & euery such further Lawfull & reasonable Acts, thing & things, devise & devises, assurances & Conuayances w'soeuer, for the further & more better assuring sure makeing & Inioijng of the sd houses & Prcell of Land, before granted bee it by fines, Deede or otherwise, as by the sd Henery Greenland his heyres or assignes, or his or y<sup>r</sup> Counsell Learned in y<sup>e</sup> Law shall bee reasonably devised, advised or required/ In witnes w<sup>of</sup> the prtys first aboue named to these Prsent Indenturs Interchangly haue sett thejr hands & seales the day & yeare aboue written, 1666 :

Geo : Palmer his marke  (his  
seal)

Elizabeth Palmer her

marke  (her  
seal)

Witnes Richd Cally/

Digory Jefferys his marke

Anna Wallen

her m . . . k . . .



Richard Cally & Dygory Jefferys do own before mee the first of June 1670 : that these names here subscribed was there hand/

F . . . . . ynes Assotiate

Me . . . . . pon the . . . . the . . .  
 . . . . . tt & peaceable . . . . .  
 was given & delivered by the with in named Geo: Palmer  
 vnto the with in n . med Hene: Greenland, in named of  
 possession & seazin of all Lands Tenem<sup>a</sup> & heriditaments in  
 the Deed with in written contayned, to haue & to hould vnto  
 the sd Hene: Greenland his heyres & assignes for ever,  
 according to y<sup>e</sup> Tenor & true meaneing of the Deede with in  
 written in the psence of/

the marke of Ann Wallen/ a

Digory Jeffery his marke **D**

A true Coppy of this Deede with in written transcribed  
 out of the originall & there with compared this 3: August:  
 1671: p Edw: Rishworth ReCor:

Where as there hath been some difference between Mr  
 John Wheelwright Minister of the Gospell at Sawlsbury,  
 & Leef John Littlefejd of Wells concerning a saw Mill  
 Erected by the sd Littlefejd vpon Ogunquett  
 River concerning which the sd Mr Wheelwright  
 hath Comēced two severall Actions that are  
 now Depending in the County Court at Yorke,  
 with respect to a grant made vnto the sayd Mr Wheele-  
 wright by the Generll Court of the province bearing date  
 15: of Octob<sup>r</sup>: 1650:

Now these Prsents witnes that Wee the sayd John  
 Wheelwright & John Littlefield haue fully agreed the sd  
 differences vpon the tearmes hereafter mentioned/ Namely  
 y<sup>t</sup> the sd Littlefejd shall give vnto the sd Mr Wheelewrig . .  
 the some of fiue pounds Sterig: for all the Right title &  
 Interest that y<sup>e</sup> sayd Mr Wheelwright hath vnto y<sup>e</sup> sd Saw  
 Mill, with all the River or Tymber by vertue of the aboue  
 sd grant in or about the sayd River of Ogunquett as fully &  
 Intyrelly to him the sayd Littlefejd as It doth belong vnto  
 the sayd Mr Wheelwright, alsoe y<sup>t</sup> each Prty shall beare

his own charge at the þs . . . Court or else where concerne-  
ing the sd Actions, & all further sujts or troubles to ceas .  
& Wee do mutually acquitt each other off & from all suits  
Clayms tryalls dif . . rences or quarells of any kind w'soeuer  
from the begining of y<sup>e</sup> world to th . þsent day/ In witnes  
w<sup>o</sup>f Wee haue here vnto sett o<sup>r</sup> hands & seales this sixth  
day of July 1671 : It is to bee vnderstood y<sup>t</sup> the sd John  
Littlefejd doe Ingage for him selfe & partners/

Signed sealed & Deliverd In      John Wheelwright (<sup>his</sup>)

the Prsence of,                      John Littlefejd (<sup>his</sup>)

Robert Pike/                      This writeing was acknowledged by

Susanna Rishworth/      Mr John Wheelwright & Leef<sup>t</sup>

John Littlefejd to bee y<sup>r</sup> volen-

tary Act & deede this 6 : . . .

1671 before mee Rob<sup>t</sup> Pike

Commissio<sup>r</sup>/

Mr John Wheelwright & John Littlefejd acknowledged  
y<sup>e</sup> writeing to bee thejr Act & Deede this 6 : July : 1671 :

before mee Richd Wallden Commissio<sup>r</sup> for yorke shyre/

A true Coppy of this Instrum<sup>et</sup> aboue written transcribed  
& examined p the originall this 5 : August 1671 : as Attests/

Edw : Rishworth ReCor :

The Deposition of Mary Ladbrooke formerly Barrett aged  
about 54 yeares/ being examined maketh oath that at the  
same tyme w<sup>a</sup> this Deponent & her husband liued at the  
Farme of Mr John Wheelwrights at Wells, there was a  
f . . . . [103] sett vp on the North West side of the sayd  
farme by ord<sup>r</sup> of Mr John Wheelwright about that place w

Fran : Littlefejd senjo<sup>r</sup> did & doth now liue, &

from thence w<sup>r</sup> the gate now stands ranne along

to stony brooke/ & further sayth y<sup>t</sup> y<sup>r</sup> was

another fence rann along from stony brooke on

the south West side of the sd brooke, vp into that Tract of

Mary  
Ladbrook  
Test  
for Wheelwright

Land along by the Marsh side to secure It from Cattle/  
Taken vpon oath this 13 of July : 71 : before mee John Cutt  
asso : siate

A true copy of this Deposition transcribed & compared by the original this 5 : 6 : 1671 : p Edw : Rishworth ReCor : & further this Deponent tooke her oath that those fences aboue mentioned were sett down about Twenty three or 20ty4 yeares agone/ this Addition to y<sup>e</sup> former was taken vpon oath this 9<sup>th</sup> of Noveb<sup>r</sup> : 1671 : John Cutt Commissio<sup>r</sup> / vera Copia transcribed out of y<sup>e</sup> original p Edw : Rishworth ReCor : 12 : of Dec<sup>ber</sup> 1671 :


To all Christian people to whom this writinge may come/  
Know yee that John Littlefejlđ Senjo<sup>r</sup> of Wells, In the  
County of Yorke, and In the Massatusetts Colony In New  
England, Yeamon, for diverse good considerations him  
moueing therevnto, hath passed over & given,  
Jn<sup>e</sup> Littlefejlđ  
To Granted alienated & Confirmed, and doth by  
Francis these Prsents for him selfe his heyres executors  
Littlefejlđ & administrators passe & give grant, alienate &  
Confirme vnto his brother Francis Littlefejlđ Senio<sup>r</sup>, of the  
same Town In the County & Colony aforesayd (or by any  
other name or names that It hath or may hereafter beare, It  
haueing sometymes been Called the Province of Mayn)  
One Moety or halfe part of a Grant of Tymber for the  
Accomōdation of a Saw Mill at Ogunquett River, together  
with a Moety or halfe part of all his Interest in the vpper  
falls of the sayd River of Ogunquett, being about a quarter  
of a mile, aboue the lower falls of the sayd River of Ogun-  
quett/ As alsoe one Moety or halfe part of two Acers of  
Land, next Adioyneing to the sd vpper ffalls, on the south  
west side of the sayd River, together with One moiety, or  
halfe part of all the whitt pine Tymber y<sup>t</sup> groweth vpon  
any of the Lands of the sd John Littlefejlđ, as alsoe a

cōvenient high way, for carting of boards or any manner of Sawn worke from y<sup>e</sup> sd Falls or mill that shall bee y<sup>r</sup> buylt to some convenjent place, for boates y<sup>r</sup> may come from sea to take them in, togeather with a Convenjent place to lay the sayd boards or sawne worke on/ by the water side, & Lyberty of the sayd River aboue the sayd Falls for the bringing down of tymber from the woods to the sayd Mill or Falls, the aboue sd grant of Tymber River and Falls the sayd John Littlefejd Received by grant from the Town of Wells, & the Land & benefitt of the River was derived originally from a grant made by Mr Vines (stuard Generall of Sir Fardinan: Gorges) the Moeity whereof togeather, with all the aboue mentioned p<sup>r</sup>misses, by the abovesd John Littlefejd passed over, given granted alienated and Confirmed, vnto him the sayd Fran: Littlefejd, to haue & to hould to him the sayd Francis, his heyres & Assignes for ever, for Confirmation w<sup>o</sup>f the sd John Littlefejd, hath sett two his hand & seale this three & Twenteth day of December 1669 :

John Littlefejd his *John* (his  
seale)

Sealed signed & Delivered

marke/

In the Prsence of vs/  
Abraham Tillton  
his Marke   
John Wincoll/

This deed of gyft was acknowl-  
edged by the with in named  
John Littlefejd to bee his  
Act & Deede before vs this  
25<sup>th</sup> of Decemb<sup>r</sup> 1669: Eze-  
kell Knights Roger Playstead  
Assotiats

A true Coppy of this Deede transcribed out of the origi-  
nall & y<sup>r</sup> with Compared this 26: August 1671 :

p Edw : Rishworth ReCor :

This Indenture witnesseth that I Richard Callacatt of  
Boston, for & in consideration of satisfaction In hand

received, have alienated sould & Delivered into  
 the Hands of Henery Donell of Yorke, his  
 heyres executors administrators & assignes for  
 Ever/ one Prcell of Land lijng & scituate In  
 Yorke, In the County of Yorke shyre, aforesd, that is to  
 say a Prcell of Marsh formerly Called by the name of Wil-  
 lia: Davess Cricke being bounded as follow<sup>th</sup>: being on the  
 South side of the South West branch being the next Cricke  
 aboue the parting of the River, being by estimation Two  
 Acers more or less, the next Marsh aboue Henery Symsons  
 Marsh, with one hundred Acers of Vpland, w<sup>ch</sup> was given  
 by Mr Tho: Gorges vnto William Daves which was his  
 servant, w<sup>ch</sup> hee the sayd William Davess had of the sayd  
 Gorges, according to condition for his service/ All w<sup>ch</sup>  
 lands both Marsh & vpland, I the sayd Richard Collicatt do  
 passe over & sell by vertue of a purchase from the aboue  
 sd William Davess vnto the abouesd Henery Donell & his  
 heyres for ever/ & I the sayd Richd Collicatt do promiss to  
 deliver vnto the sd Hene: Donell any deed or deeds as are  
 In my hands, & do alsoe bind my selfe my heyres executors  
 Administrators & assignes to mantayn the sayle there of  
 from any Prson or Prsons as shall make any Clayme to any  
 part or Prcell of the aboue expressed, In by or vnder mee,  
 or any of my Successors/ Witness my hand & seale 20:  
 July: 1658: Richd Collicatt (his  
 seale)

Signed sealed & Deliveřd This Instrument aboue written  
 In the Prsence of/ acknowledged by Mr Rich-  
 Fran: Johnson/ ard Collicatt to bee his Act  
 John Davess/ & deede this 24: July:  
 1671: before mee Edw:  
 Rishworth Assotiate/

A true Coppy of this Instrument aboue written trans-  
 cribed out of the originall & y<sup>r</sup> with Compared this 31: of  
 August 1671: p Edw: Rishworth ReCor:

[104] To all Christean people to whom these Prsents shall come, Mr John Wheelwright of Sawlsbury In the County of Norfocke In New England Minister sendeth greeteing; W<sup>r</sup>as there was a grant of Lyberty for a Saw Mill or Mills, with accomodation of Tymber for the same at Ogunquett River or else where, as by y<sup>e</sup> sd Grant from the Generall Court of the province vnto y<sup>e</sup> sd Mr Wheelwright beareing Date 15<sup>th</sup> of October 1650: may more fully appeare/

Now know yee that I the sayd John Wheelwright for diverse good Causes & considerations mee there vnto moueing; but more especially in respect of a peaceable & Loueing agreement made between my selfe on y<sup>e</sup> one party, & Leef<sup>t</sup> John Littlefejd & Fran: Littlefejd Senjo<sup>r</sup> both of Wells In the County of Yorke on y<sup>e</sup> other party, there in Contaynd, beareing Date the sixth day of July One thousand six hundred seaventy one/ haue giuen granted sould & Confirmed all that my Interest & Lyberty of a Saw Mill, & accomodations of Tymber for the same, at or about Ogunquett River, as It is Convayed vnto mee by the grant aboue sd vnto y<sup>e</sup> abouesd John & Francis Littlefejd/ to haue & to hould the same as fully & absolutely to the vse & behoofe of the sd Littlefejlds, as It is mine by vertue of the Grant aforementioned to all Intents and purposes whatsoever/ In witnes w<sup>o</sup>f I haue herevnto sett my hand & seale this sixth day of July in the yeare one thousand six hundred seaventy one/

Signed sealed & Deliverd	John Wheelwright	( <sup>his</sup> seale)
In the Prsence of us/	This writeing was acknowledged	
George Muniy/	by Mr John Wheelwright the	
Susanna Rishworth/	day & yeare aboue sd before	
	mee Robe <sup>t</sup> Pike Commissio <sup>r</sup> /	

Mr John Wheelwright acknowledged this writeing to bee his Act & Deede this 6: July: 1671: before mee Ric: Walden Commissio<sup>r</sup> for yorke shyre/

A true Coppy of this Instrument transcribed & examined  
by the originall this 5th day of August 1671 :

p Edw : Rishworth ReCor :

These Prsents witnesseth, that I Allexand<sup>r</sup>  
**Maxwell** Maxwell of Yorke, In the County of Yorke Yea-  
**To** mon, for diverse good considerations mee there  
**Makyntire** vnto moueing, by mee already freely accepted,  
 & received to full satisfaction, & Content, before the seale-  
 ing, & subscribing here of, of Michu<sup>~</sup>: Mackeyntire of the sd  
 Town, haue given granted barganed sould Infeoffed & Con-  
 firmed, & do by these Prsents for him selfe his heyres execu-  
 tors & administrators, give grant bargan sell Infeoff & Con-  
 firme vnto the sd Michum Mackyntyre, a certen Tract of  
 vpland w<sup>o</sup>n the sd Mackeyntyrs house now standeth,  
 formerly bujlt by his Predecessor Allexand<sup>r</sup> Machanere,  
 whose relict or Widdow hee since Married, contayneing the  
 quantity of foure or fiae Acers of Land more or lesse, the  
 bounds w<sup>o</sup>f extending from the Corner of the aforesd house,  
 as now bujlt, to the Corner of y<sup>e</sup> fence, as It now standeth  
 North East, & from thence by a dead tree, to a great Marked  
 whitte oake, lijng about North West, being North East from  
 the Corner of the house, & soe directly vpon a streight lyne  
 South West vnto the River side, w<sup>h</sup> Prcell of vpland as  
 aboue bounded & expressed, with all the rightts, priuiledges  
 & appurtenances there vnto belonging, or any wise app<sup>r</sup>-  
 tayneing, with all & singular y<sup>e</sup> p<sup>r</sup>misses I the sayd Allexand<sup>r</sup>  
 Maxwell, with the free Consent of Annas my now wife, do  
 give grant, ratify & Confirme, vnto the sayd Michu<sup>~</sup>: Mack-  
 eintyre, his heyres, administrators & assignes for ever/ to  
 haue & to hould the sayd Land from all troubles, & Incom-  
 berances, from by or vnder mee with out lett or Molestation  
 from mee my heyres administrators or assignes for ever/  
 onely the sd Mackeintyre stands bound to pay all such

Book II, Fol. 104.

acknowledgm<sup>ts</sup> to the proprietor, as other Prsons doe when demanded/ & for Confirmation of the Premises aboue sd Wee haue here vnto afixed o<sup>r</sup> hands & seales this fourth day of Septb<sup>r</sup> one thousand six hundred seaventy one/ 1671 :


Signed sealed & Delivered

Allexand<sup>r</sup>


In the Prsence of/


James Grant his marke



Maxwell <sup>his marke</sup>  (his seal)

Annas Maxwell

Jo<sup>n</sup> Howett his Marke 

her Marke  (her seal)

Allexander Maxwell & Annas Maxwell

do own this Instrument to bee thejr Act & Deede before mee this 4th of Septemb<sup>r</sup> : 71 : Edw : Rishworth

Assotiate/

A true Copy of this Instrument aboue written transcribed & examined by the originall this 12 : Sep<sup>r</sup>ber : 1671 :

p Edw : Rishworth ReCor :

**Things  
Test for  
Wheelwright**      The Deposition of Jonathan Thing aged fifty yeares or y<sup>r</sup> abouts sworne sayth, that y<sup>r</sup> was a fence sett vp by Mr John Wheelwrights order, begining between a place Called the Clay pitt & the land of Sam<sup>l</sup> Austine, & soe runne along towards the South West by a lott y<sup>t</sup> was Called Robert Hethersays & soe along to the next stony brooke, & down y<sup>t</sup> brooke & swamp part of it, & then y<sup>e</sup> fence turned ouer a poynt of Land to another brooke which was Called Crosses brooke/ this was to y<sup>e</sup> best of my knowledg Twenty two years since/ Dated in Wells this 21<sup>th</sup> day of Septemb<sup>r</sup> 1671 :

Taken vpon oath this 21<sup>th</sup> of Septemb<sup>r</sup> 1671 :  
before mee John Wincoll Assotiate/

A true Copy of this Deposition transcribed & examined by y<sup>e</sup> originall this 12<sup>th</sup> of Decemb<sup>r</sup> 1671 :

p Edw : Rishworth Re : Cor :

Know all men by these Prsents, that I Hugh Allard of the Ysles of shoales for & in Consideration of seaventy received in hand & payd by Francis Wanewright of Ipswich, haue demised granted barganed & sould vnto the sd Francis, his heyres executors administrators & assignes for euer all that my land, houseing stageing, w<sup>ch</sup> Land is bounded on the North by some Land of Wilt: Seelys, & on the East & South by Mr Belchars house & Land, with all the flakes & flake rowme, & moreing places & Moreings, with [105] one shallop & all the appurtenances there vnto belonging, as  
namely sayles Roades Grappers, bucketts &  
Allard oares/ All w<sup>ch</sup> Lands houses & houseing, stages  
To & flakes & flakerowm is situateing & lijng vpon  
Wainwright the Ysles of shoales, vpon y<sup>e</sup> Ysland Co<sup>m</sup>anly  
Called Smuttinose Ysland/ to haue & to hould all the aboue sd Lands, houses stages Moreings flakes shallop & all the appurtenances y<sup>r</sup> vnto belonging vnto him the sayd Francis, his heyres & assignes for ever, always provided y<sup>t</sup> If the sd Hugh Allard his executors or assignes shall Well & truely pay vnto the sd Francis the some of seaventy pounds, In good Current M<sup>r</sup>chantble Cod fish, delivered vpon the Ysles of shoales two Ryalls vnd<sup>r</sup> price Current by the Twentieth day of June next Coming, then this bargain to bee vtterly voyd & of none æffect, otherwise to bee in full force & æfficiency; It is alsoe agreed between the sd Francis & the sayd Hugh, that in Case the aboue named shallopp shall any ways mischarry, or bee lost in any manner whatsoever, that y<sup>e</sup> sd Hugh shall bee Indebted for the sd shallopp the some of Thyrty pounds in M<sup>r</sup>chan<sup>b</sup>le Codd fish, to bee payd vpon the Date aboue written/ In witness w<sup>of</sup> the sd Hugh Allard hath to these Prsents sett his hand & seale Dated this 21<sup>th</sup> of Novemb<sup>r</sup> In the Yeare of o<sup>r</sup> Lord 1671 :

Witnes/

Hugh Allard

Rebecccah Smyth/

Hugh Allard acknowledged this writeing to  
bee his Act & Deede the 23<sup>th</sup> of Novemb<sup>r</sup>  
1671 : before mee

Daniell Denison/

vera Copia transcribed out of the originall & y<sup>r</sup>with Compared this 25 : Decemb<sup>r</sup> 1671 : p me

Lett all men know by these Prsents, that I John Cutt of Portsmouth in Pischataqua River M<sup>r</sup>chant for a valewable consideration in hand payd by John Amerideth of Kittery in the River aforesd, Cooper, The receipt w<sup>r</sup>of I the sd John Cutt doe hereby acknowledg my selfe satisfyd & payd, & of every part & P<sup>r</sup>cell there of, doe for mee my heyrs executors administrators acquitt & discharge the sd John Ameridith his heyres executors administrators & assignes for ever, haue by & with the Consent of Hannah my now wife given granted alienated barganed & sould, and by these Prsents

	do give grant alieate bargane sell assigne &
Cutt	sett ouer vnto him the sayd John Ameridith all
To	
Amerideth	that Messuage or Tenement house & Tract of

Land w<sup>ch</sup> I heretofore purchased of Elizabeth Relict & administratrix of Thom<sup>s</sup> Dustine deceased, late & now in the Teñor or occupation of the sayd John Ameridith, situate and being In the Town shipp of Kittery aforesayd, togeather with all the Lands & priuiledges that the sayd Thomas Dustine vsed Improved had or ought to haue had, & possessed on Kittery side, lijng by & between the Lands of Robert Cutt & George Lyddine, Contayeing by estimation Twenty Acers bee It more or lesse, with all the priuiledges, profetts, & Appurtenances there with had vsed and possessed, as any part p<sup>r</sup>cell or Member of the same, or y<sup>r</sup>vnto belonging, or in anie wise app<sup>r</sup>tayneing/ to haue & to hould the sayd Messuage tenement house & Land aforesd with y<sup>r</sup> & euery of thejr appurtenances, vnto him the sayd John Ameridith his heyres executors administrators & assignes from the day of the date here of for euer more ; And the sayd John Cutt doth hereby Couenant & promiss to & with the sayd John Ameridith, that hee the sayd John

BOOK II, FOL. 105-107.

Cutt at Prsent, & before the sealing & delivery here of,  
standeth lawfully seized, & possessed of the aforesayd Lands  
& p'misses, & euery part & Prcell there of, In good estate  
of free hould, or fee symple

[Fol<sup>o</sup> 106  
missing]

[107]

Signed sealed & Delivered,

Robert Nanny (<sup>his</sup><sub>seale</sub>)

In y<sup>e</sup> Prsence of,

Edw : Rishworth/

This Deed acknowledged : 3 : 4 :

Geo : Pearson/

1663 : Ric : Billingham

Sa<sup>m</sup>ll Mosley/

Deputy Gou<sup>er</sup>/

William Salter

A true Coppy of this Deed or Instrument aboue written  
transcribed out of the originall & y<sup>w</sup>ith Compared this first  
day of Janvary 1671 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I William Lanchester  
now resident In Yorke doe p these Prsents  
**Lanchester**      Ingage my selfe vnto Tho : Hollms of Yorke, to  
**To**                make y<sup>e</sup> sd Holms foure hundred Rodd of three  
**Holms**           rayle fence, the posts to bee whitte oake & pine  
Rayls the abouesd fence to bee strong & substantiall, for w<sup>h</sup>  
the abouesd Lanchester hath received one horse of the sd  
Homes & tooke delivery of him : further the abouesd Prtys  
haue agreed, that y<sup>e</sup> sd Lanchester is not to sell, or dispose  
of the horse, vntill his worke bee accomplished, which hee  
hath Ingaged vnto the abouesd Holmes/ In witness w<sup>o</sup>f the  
aboue sd Lanchester, hath here vnto sett his hand & seale, In  
the yeare of our Lord 1671 : this 19<sup>th</sup> of Novēb<sup>r</sup>/

Book II, Fol. 107.

The horse to remajne as Tho : Holms his till the worke  
bee Accomplished, which worke is to bee Accomplished  
between this & Michællmass nex Insewing/

Testes/

The marke of

John Davess/

John Penwill/

William  (his  
seale)

A true Coppy of this bill      Lancaster/  
aboue written transcribed  
out of the originall & y<sup>r</sup>with  
compared this 18<sup>th</sup> of Jan<sup>v</sup>: 1671 :  
p Edw : Rishworth ReCor :

yorke the 19<sup>th</sup> of Novemb<sup>r</sup> : 1671 :

Holldridges  
Bill To Holms


Know all men by these Presents, that I wil-  
liam Holldridge now resident In Yorke, doe  
acknowledg my selfe In debt to Thomas Holms,  
his heyres executors or or assignes the full some of Twenty  
eight pounds tenn shillings & 3d/ w<sup>ch</sup> the sd Holldridg  
doth Ingage to pay in worke, or other pay as they abouesd  
Can agree & here vnto the sd Howlldridg, hath sett his  
hand this 19<sup>th</sup> of Novemb<sup>r</sup> : 1671 :

Testes/

The marke of

John Davess/

John Penwill


William 

A true Coppy of this bill      Houldridg  
aboue written transcribed  
out of the originall this 18<sup>th</sup>  
January, 1671 :

p Edw : Rishworth ReCor :

Book II, Fol. 107.

Due from William Lancaster to Thomas  
Lancaster Hollms On ballance four pounds nine shillings,  
to as Witness my hand/  
Hollms

The marke  of willia<sup>m</sup> Lancaster



Testes John Davess

John Penwill/

this ballance of Accopts transcribed out of the  
Originall p Edw: Rishworth Re: Cor:  
w<sup>o</sup>f this is a true Coppy=

These Prsents witnesseth that I Samson Anger of Yorke,  
In the County of Yorke Planter, for diverse good consid-  
erations there vnto mee moueing, & more espetially for  
& in Consideration of the just sume of thirteen pounds,  
w<sup>ch</sup> in current pay I haue already accepted & received of  
Micham Mackeintyre of the sd Town to full satisfaction &  
Content, haue given granted barganed sould Infeoffed &  
Confirmed, & doe by these Prsents give grant  
Angler bargan sell Infeoffe & confirme for him selfe, his  
To heyres his executors administrators & assignes  
Mackintyre vnto the sd Michu<sup>m</sup>: Mackeintyre his heyres  
executors administrators & assignes for ever, a Certen tract  
or Prcell of Marshland/ Contaying about the quantity of  
one acer & an halfe of Marsh bee It more or lesse, lijng  
vpon the River of Yorke, on the South West branch,  
adioyneing to a peece of Marsh, belonging to Mr Edw:  
Johnson, on the Lower side of Itt, and on the vpper side to  
a small peece of Marsh app'tayneing to the Town of Yorke,  
for y<sup>e</sup> vse of the Ministrey, w<sup>ch</sup> Prcell of Meddow as aboue  
expressed, with all my right Title & Interest there vnto  
belonging or any wise app'tayneing, with all & singular the  
Premises, priuiledges & appurtenances y<sup>o</sup>f, I the sd Sam-  
son Anger, with the free Consent of Sarah my now wife, do

giue grant Rattify & Confirme, vnto the sd Mackintyre his  
 heys executors administrators & assignes for euer/ to  
 haue & to hould the aforesd Tract of Meddow Land, from  
 all Troubles, & Incomberances from by or vnder mee with out  
 lett or Molestation from mee my heyres administrators or  
 assignes for ever (only the sd Michu: Mackeintyre stands  
 bound for payment of my acknowledgm<sup>t</sup> w<sup>n</sup> demanded) In  
 Confirmation of euery of the Premisses abouesd, Wee y<sup>e</sup>  
 sayd Samson & Sarah Anger, haue herevnto afixed our  
 hands, & seales this first day of Janvary 1671 :

Signed sealed & Delivered,	Samson Anger ( <sup>his</sup> seal)
In the Prsence of,	his Marke 
Edw : Rishworth/	Sarah Anger her
Susanna Rishworth/	marke 

This Instrument acknowledged  
 by Samson Anger & Sarah his  
 wife to bee y<sup>r</sup> Act & Deede,  
 to Micha: Mackeyntire/ before  
 mee this 18 : Janvary 1671 :  
 Edw : Rishworth Assotiate

vera Copia of this Instrument aboue written transcribed  
 out of the originall & there with Compared this 20<sup>th</sup> of Jan-  
 vary p Edw : Rishworth Re : Cor :

These Presents testify, y<sup>t</sup> w<sup>as</sup> the Select men of the Town  
 of Kittery in Pischataqua River did on the nineteenth day of  
 June, one thousand six hundred fiety & foure grant vnto  
 mee John Whitte of Kittery aforesd a lott of Land in  
 Crooked Lane In Pischataqua River, aforesd, Contayneing  
 Twenty Acers of vpland, It being fiue Acers breadth by the  
 water side & soe backward into the woods by the same  
 breadth vpon a North East lyne vntill Twenty Acers of Land  
 bee accomplished, being bounded by severall marked trees  
 on a North East lyne, as by the sd grant in the Town booke

due relation being had more at large appeareth : Now know  
y . a y<sup>t</sup> I the sayd John White of Kittery in Pischataqua  
River aforesd Yeamon, for a valewable Consideration in hand  
payd mee before the Insealing here of, by George Lidden of  
the same place Seaman, the receipt w<sup>o</sup>f I doe hereby  
acknowledg, & my selfe to bee y<sup>r</sup> by fully satisfyd, con-  
tented, & payd, & doe hereby for mee my heyres executors  
& administrators, & for every of them, for ever, fully &  
absolutely acquitt & discharge him the sd George Lidden,  
his heyres executors, administrators or Assignes of every  
part & Prcell thereof, haue by & with the Consent of Lucy  
my Wife, given granted barganed sould alliened assignd &  
sett over, & by these Prsents doe giue grant bargajn sell  
alliene assigne & sett ouer vnto him the sd  
George Lidden, all that my late dwelling house  
scituate & being in Crooked lane In Pischataqua  
River, aforesd, with all & all manner of out  
houseing there vnto belonging, togeather with all the aboue  
mentioned grant of Twenty acers of vpland as It is butted &  
bounded, lijng between the Land of John Merridah & ffrancis  
Tricky, being late in my owne Tenour or occupation, & now  
In the tenour or occupation of him the sd Geo : Lidden  
together with all the priuiledges profetts & appurtenances  
y<sup>v</sup>nto belonging or app<sup>r</sup>tayneing, & heretofore there with  
had vsed possessed & Inioyed, & every part & Prcell there  
of/ to haue & to hould the sayd Land & houseing there on,  
vnto him the sd Geo : Lidden, his heyres executors & admin-  
istrators and assignes for euer, & the sd John White, for  
him selfe his heyres executors & administrators & for every  
of them doth covenant & promiss to & with him the sd Geo :  
Lidden, his heyres executors administrators & assignes, & to  
& with euery of them that at Present & before the Insealing  
here of, hee standeth ceazed & possessed of the sd Land &  
houseing in a good estate of fee symple, & that hee hath not  
heretofore done nor suffered to bee done any act or thing w<sup>h</sup>  
may any way hinder or Impeach his the sd Geo : Liddines

White  
To  
Lidden

Book II, Fol. 107, 108.

right Title or Interest vnto y<sup>e</sup> sd Land or houseing or any part y<sup>o</sup>f, & further the sd John Whitte for him selfe his heysr executors & administrators, & for euery of them doth Covenant & promiss to & with him the sd George Lidden his heysr executors administrators & assignes, & to & with euery of them, to defend the Title y<sup>o</sup>f vnto him y<sup>e</sup> sd George Lidden his heyres executors administrators & assignes against all Prsons w<sup>h</sup>soever/ the Pattentees only excepted/ In witness w<sup>r</sup> of I haue here vnto sett my hand & seale/ Dated this ninth day of May Anno Dom<sup>i</sup>: one thousand six hundred & seaventy/ & In y<sup>e</sup> twenty second yeare of y<sup>e</sup> Reign of o<sup>r</sup> Sovereign Lord Charles the second King of England Scotland France & Ireland Defend<sup>r</sup> of the faith, &c: 1670 :

Signed sealed & Deliverd

John Whitt his


In y<sup>e</sup> psence of us/

marke/  (his  
seale)

Charles Frost/

Lucie Whitt her

John Wincoll/

marke 

A true Coppy of this bill of sayle aboue written transcribed out of y<sup>e</sup> originall & y<sup>r</sup> with Compared this 6 : ffebru : 71 :

p Edw : Rishworth ReCor :

[108] June the 19<sup>th</sup> day 1654 :

This grant Lotted, & granted & lotted out vnto  
 Kittery John White his heyres or assignes for ever, by  
 To the select Townsmen for Kittery, a Lott in  
 J<sup>n</sup>e White Crooked lane contayneing Twenty Acers of vp-  
 land, It being fise acers breadth by the water side, & soe to  
 goe backward into the woods by the same breadth vpon a  
 North East lyne, vntill Twenty Acers of Land bee accom-  
 plished, provided It bee in noe other grant before this/ this  
 grant lotted by severall markèd trees on each side vpon a  
 North East lyne/

A true Coppy taken June 27 : 1661 :

p mee Humfrey Chadborne Town  
 Clarke


BOOK II, FOL. 108.

White To  
Lenden

I doe acknowledg that I have sould vnto  
Geo : Leadon his heyres executors administrators  
& assignes for euer vnto them, the Contents of  
the aboue mentioned grant of Twenty Acers of vpland, It  
being in breadth fīue Acers by y<sup>e</sup> water side, and soe to  
runne backward as witnes my hand this 2und of Decemb<sup>r</sup>  
1667 : haueing received full satisfaction in hand before the  
writeing & signeing hereof/

The marke of John


John Whitte & Lucie

White/ 

Whitte his wife owns this

& his wife

sayl aboue written to bee

Lucie Whitte 

y<sup>r</sup> Act & Deed vnto Geo :

Lidden of the Land w<sup>h</sup> hee

sould him, for w<sup>h</sup> the sd Whitte

is fully satisfyd, before the Court

this 2 : of December 1667 :

Edw : Rishworth ReCor :


A true Coppy of this grant aboue written, & the acknowl-  
edgment of John Whitts sayl y<sup>o</sup>f to John Lidden, with  
John & Lucy Whitts acknowledgm<sup>t</sup> y<sup>o</sup>f, transcribed out of  
y<sup>e</sup> originall & y<sup>r</sup>with Compared this 6 : febru : 1671 : p  
Edw : Rishworth

Know all men by these presents that whereas I John  
Moses of Portsmouth in the Riuer of Pascattaway haue a  
Certaine trackt of Lands in Casco bay to the quantity of  
one hundred acres giuen & granted vnto me by Mr Georg  
Cleuee & Richard Tucker as by an Instrum<sup>t</sup> in  
writing vnder their hands & seales beareing date  
the sixteenth of Aprill Anno Dom<sup>i</sup> One thou-  
sand six hundred fourty & six as by the said  
Instrument doth more at large appeare/ And  
hauing made an Assignement vnder my hand & seale vpon  
the back side thereof vnto my two Sonns in Law Joseph  
Waker & Thomas Crebar of all my Right therein granted,

Moses  
To  
Walker  
&  
Crebar

w<sup>h</sup> assignment beareth date the five & twentieth of May Anno Dom<sup>i</sup> One thousand six hundred sixtie & five. Now know yee that I the said John Moses for & in consideration of the intire loue & affection I beare vnto my said Sonns in Law Joseph Waker & Thomas Crebar as alsoe for diuers other good causes and considerations me therevnto especially mouing & likewise for the better strengthening of the said assignment & sure making of the grant therein expressed, doe hereby declare That I doe freely fully & absolutely giue, grante, alien, enfeoffe & make ouer vnto them the said Joseph Waker & Thomas Crebar their heires executors administrators & assigns Joyntly & eaqually to be deuided as they shall see cause, All that my said lands to me granted & expressed in the writing or Instrum<sup>t</sup> to me made by me Georg Cleue & Richard Tucker as abouesaid, to be their & euery of their owne proper Right & Interest & To haue & to hold the same, & peaceably to enioy it w<sup>h</sup> all the priuiledges thereunto belonging, granted or intended to be granted for & dureing the tearme of Ninetene hundred years from the day of the date hereof fully to be compleat & ended, they paying the Rent therein reserued when it shalbe Leagally demanded by the said Cleue or Tucker, their or either of their heires or assignes (reseruing also and excepting out of the said tearm of years the three & twenty past.) without the lett hinderance molestation or trouble of me or any my heires executors administrators or assigns or any other person or psons off, from, by, or vnder vs or any of vs deputed whatsoever. In Witnes whereof I haue herevnto set my hand & seale this third day of July Anno Dom<sup>i</sup> One thousand six hundred sixtie & nine/

Sealed signed & deliuered  
in presents of vs  
Elias Stileman Sen<sup>r</sup>  
Richard Tucker

John Moses by his mark  
& seale  (his  
seal)

Portsm<sup>o</sup> the 5<sup>th</sup> of July. 1669 Jo<sup>a</sup>  
Moses acknowledged this Instrument to be his free act & deed before me Elias Stileman Com<sup>iss</sup>.

A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 29 :  
febru : 71 : p Edw : Rishworth ReCor :

Know all men by these Presents, that Wee Richard Lockewood of Kittery on Pischataqua River Mariner, & Deborah my wife, for an In consideration of one hundred & fuetty pounds sterling money, to us in hand well & truely payd, by Symon Lyde of Boston M'chant, the receipt w<sup>r</sup> of Wee doe hereby acknowledg, & thereof, & of every part & Prcell thereof, doe clearly acquitt & discharge the sd Symon Lynde, his heyres executors & administrators by these Prsents, haue barganed & sould given granted, assigned Enfeoffed & Confirmed, & doe hereby giue grant, & fully clearely & absolutely, bargan sell assigne enfeoffe & Confirme, vnto the sd Symon Lynde his heyres executors administrators & assignes for ever : All that our now dwelling house and houseing scituate lijng & being In Kittery In New England, & sometyme heretofore in the tenour or occupation of ffrancis Champernoon Esq<sup>r</sup>, togeather alsoe with thirty Acers of vpland with the Marsh that lyeth next adioyneing to the sayd house at a gutt that parts the sayd Marsh, & the house & Land of Geo : Palmer which sayd Thyrtty Acers of vpland doth runne from the sd gutt towards the house & Land of Robert Edg, vntill the sayd Thyrtty acers of vpland bee fully compleated/ to haue & to hould the aforesd houseing Lands & Meddows, being bounded nearest with George Palmers Westwardly, Robert Edges Northwardly, & the River Southwardly & Eastwardly, & alsoe the trees woods & vnderwoods comāns easements profitts comoditys advantages Emoluments y<sup>r</sup> vnto belonging, or appertayning, or in any manner or wise from thence to be

Lockwood  
To  
Lynde

had made or raysed vnto him the sd Symon Lynde, his heyres executors administrators or assignes, to his & thejre soole & onely vse benefitt & behoofe for ever; And Wee the sayd Richard Lockewood & Deborah my wife, do for us our heyres executors & Administrators covenāt promiss & grant, to & with the sayd Symon Lynde his heyres executors administrators & assignes by these Presents that Wee the sayd Richard Lockewood & Deborah my wife are before the Ensealing & delivery here of, the soole & proper owners of the afore barganed premisses, & haue In our selues full & Legall Right & authority to giue grant bargane sell & Confirme the before barganed premisses vnto the sayd Symon Lynde, his heyres executors administrators & assignes for ever/ & that y<sup>e</sup> afore barganed premisses, & every part & Prcell thereof are free & cleare and fully clearely acquitted, discharged of and from all other or former barganes sayles gyfts grants Dowrys Titles Mortgages or Incomberances whatsoever, & shall & will warrant mantayn & Defend the same & every part and Parcell thereof, vnto him the sayd Symon Lynde his heyres executors administrators & assignes for ever, aganst all Prson or Persons whatsoever, any way claymeing or demanding the same, or any part or Prcell thereof, and shall & will at all tyme & tymes bee ready & willing to giue & pass more full & ample assurance & Confirmation of the Premisses vnto him the sayd Symon Lynde, his heyres executors administrators or assignes, as In law or equity can bee devised advised or required: And Wee doe hereby render & give vnto the sayd Symon Lynde full & Actuell possession Seisin & Levery of the aforebarganed houseing [109] Thyrtty Acers of vpland with the Meddows and premisses as afore sayd/ In Witness whereof Wee the sayd Richard Lockewood & Deborah my wife haue here vnto putt our hands & seals this Twenty second day of Septemb<sup>r</sup> Anno: Dom<sup>i</sup>: 1671: & In

Book II, Fol. 109.

the three & twentieth yeare of the Reign of our Soueraign  
Lord King Charles the Secund/

Signed sealed & Delivered	Richard Lockewood (his seale)
In the Prsence of us/	Deborah Lockewood (her seale)
Richard Styleman/	her Marke <b>R</b>
Samuuell Lynde/	

Portsmo<sup>th</sup>: 22: Septemb<sup>r</sup> 1671:

Captajn Richard Lockewood & Deborah his wife  
acknowledged this Instrument to bee their free  
Act & Deed/ before mee Elyas Stylemā:

Comissio<sup>r</sup>

A true Coppy of this Deed or Instrument aboue written  
transcribed out of the originall, & there with compared word  
for word this fifth of March 1671: p Edw: Rishworth

ReCor:

These Prsents witnesseth, that I Nathaniell  
Fryer of Portsmouth, & Christean Fryer my  
wife, In the River of Piscataqua, M<sup>ch</sup>ant doe  
assigne all my right title & Interest of the  
within mentioned bill of sayle vnto Mr Symon Lyndes his  
heyres executors administrators & assignes for ever, as wit-  
ness my hand this 23 of Septemb<sup>r</sup> 1671:

Witnes vs/	Nathall Fryer
ffran: Champernoown/	The marke <b>L</b>
Richd Styleman/	of Christean
Jo: Harvie/	Fryer/

Portsmouth 22<sup>th</sup> Febru: 1671:

Mr Nathall Fryer & Christean his  
wife acknowledged this Assignement  
vnto w<sup>ch</sup> they haue sett thejr hands,  
to bee y<sup>r</sup> free act & Deede before mee  
Elyas Styleman Commissio<sup>r</sup>/

BOOK II, Fol. 109.

A true Coppy of this Assignem<sup>t</sup> aboue written with the  
acknowledgm<sup>t</sup> thereof Transcribed out of the originall &  
there with compared this 5<sup>th</sup> of March 1671 :

p Edw : Rishworth ReCor :

Harbert  
To  
Fryer


Know all men by these Prsents that I Sylvester Harbert  
of Kittery in Pischataqua River & Mary my  
wife, for & In consideration of Eighty five  
pounds Sterlg in hand payd by Mr Nathaniell  
Fryer of Portsmouth In the sd River of Pis-  
chataqua M<sup>c</sup>chant, where with I the sayd Harbert & Mary  
my wife doe acknowledg our selues fully satisfyd haue  
barganed & sould, & doe by these Prsents bargan sell,  
alliene, sell & sett ouer, vnto the sayd Nathaniell Fryer, his  
heyres executors administrators or assignes for euer one  
dwelling house formerly in y<sup>e</sup> occupation of Captaj<sup>r</sup> Fran-  
cis Champernown, since In the hands of Cap<sup>t</sup> Walter Bare-  
foote, together with Thyrtý Acers of vpland, with the  
Marsh that is next adioyning vnto the sayd house, at a Gully  
or gutt that parts between the sayd Marsh, & the house &  
Land of George Palmer, which sayd Thyrtý acers of vpland,  
is to runne from the sayd Gully or gutt including the Marsh  
aforesayd, & to compass the sayd house, and to runne  
towards the house of the now dwelling house and Land of  
Robert Edg on Kittery side aforesayd vntill the sayd Thyrtý  
acers of vpland bee Compleated together with all the priui-  
ledges, and appurtenances there vnto belonging, & apper-  
taining & I the sayd Sylvester and Mary my wife doe  
hereby promiss to defend the title here of against all manner  
of Prsons whatsoever, laijing clajme to the same, hereby  
promissing to deliver vp all writeings concerneing the same  
farely written and vncanselled, & to giue any further assur-

ance of the premisses as the sayd Fryer, or his learned Counsell shall devise/ In witness to all and singular the Premisses, I the sayd Sylvester Harbert & Mary my wife, haue vnto these Prsents sett to our hands & seales the 29<sup>th</sup> of Aprill 1662 :

Signed sealed & Delivered

Sylvester Harbert (<sup>his</sup> ~~scale~~)

In the Prsence of,

his marke 

Nic : Shapleigh/

Edw : Lyde/

Mary Harbert/

Walter Barefoote/

This Deed was acknowledged  
before mee this : 1 : 3 : 62 :

Nic : Shapleigh/


A true Coppy of this Instrument aboue written transcribed out of y<sup>e</sup> originall & there with compared this 10<sup>th</sup> of March 1671 :  
p Edw : Rishworth ReCor :

Know all men by these Prsents that I Thomas Gorges Deputy Gouñer, haue In y<sup>e</sup> right of Sir Fardinañ :  
Gorges K<sup>t</sup> Lord Proprietor of the province of  
Gorges  
To  
Canny  
Mayn, given & granted vnto Tho : Canny his heyres & assignes for euer three Acers of Marsh or thejr abouts, between Burchim Poynt & Anthonys Poynt, lijng in the Great Marsh that hath been made vse of these two yeares by the sd Thomas Canny, yejlding y<sup>r</sup>fore & paijng vnto the sd Sir Fardind<sup>o</sup> Gorges his heyres & assignes the some of one shilling on y<sup>e</sup> 29 : day of Septemb<sup>r</sup> : Given vnder my hand this 28 : July 1643 :

Thomas Gorges Depty Gouñ

A true Coppy of this Grant transcribed out of the originall & there with Compared this 25 : March : 1672 : p Edw : Rishworth ReCor :

[110] Know all men by these Prsents that I Thomas Canny Senjo<sup>r</sup>, of the County & Towne of Yorke, vnder the Massatusetts Jurisdiction In New England for & in Consideration of Two pounds & tenn shillings In hand payd, by Mr Hatevill Nutter of the Town of Dover, vnder the sd Jurisdiction to my full satisfaction the receipt w<sup>o</sup>f I do by these Prsents acknowledg: I haue alienated & sould & do by these Prsents further Confirme Infeoff make ouer & assigne vnto y<sup>e</sup> sayd Hateevill Nutter three Acers  
Canny  
To  
Nutter of Marsh less or more, lijng & being in the Town shipp of Kittery, Joyneing vpon the fore River aboue Birch poynt neare the Land of James Emery & Dan<sup>n</sup> Gooding, w<sup>h</sup> sd Marsh is Co<sup>m</sup>anly Called the fowleing Marsh/ W<sup>h</sup> sayd Marsh was granted to mee by Mr Tho: Gorgs in the Right of Sir Fardind<sup>e</sup> Gorges the 28: July A<sup>n</sup>o Dom: 1643: the the Proprietor of of the province of Mayn/ W<sup>h</sup> sd Marsh with Its priviledges & appurtenances even all my right & tittle there vnto, I do by these Prsents sell & Confirme to the sd Hattevill Nutter his heyres & assignes for ever; To haue & to hould without the lett sujte hinderance or denyall of mee the sd Thomas Canny my heyres executors or administrators, or any from by or vnder any of vs/ I doe further by these Prsents allow of, own as right & Lawfull, the possession & Improvem<sup>t</sup> w<sup>h</sup> y<sup>e</sup> sayd Hattevill, or any vnder him hath had or made y<sup>o</sup>f, at any time before this Prsent Writeing, since our verball bargan long since made/ In witnes of the Premisses I Tho: Canny haue here vnto sett my hand & seal this 16<sup>th</sup> day of Janv: A<sup>n</sup>o: Dom: 1670:

This Deede was signed sealed Thomas Canny Senjo<sup>r</sup> (<sup>his</sup> <sup>scale</sup>)  
 Delive<sup>r</sup>d In the Prsence of us/  
 Jo<sup>n</sup> Rayner/ Phillip Cromell/ his marke 

This Writeing was acknowledged by Thomas Canny to bee his Act & Deed this 16: Janry before mee Richd Walden Comisi<sup>r</sup> 1670:

Book II, Fol. 110.

Know all men by these Prsents, that I Hatte-  
 Nutter vill Nutter, doe hereby Assigne & sett over vnto  
 To John Roberts Senjo<sup>r</sup>, all my right title & Inter-  
 Roberts est, & Claym w<sup>t</sup>soeuer, that belongeth vnto the  
 sd Nutter, by vertue of the with in written Deede of Sayle  
 to him the sayd Roberts, his heyres & assignes for euer, as  
 witness my hand, this 28 : day of March 1671 : & seale

Witness Job Clementts/ Hatevill Nutter (<sup>his</sup><sub>seal</sub>)

Hene : Dering/ Dover the 28 : of March 1671 :

Mr Hatevill Nutter Acknowl-  
 edged this Assignem<sup>t</sup> to bee his  
 free Act & Deede/ before mee  
 Elyas Stylemā : Commissio<sup>r</sup>/

A true Coppy or Coppys of this Deede with y<sup>e</sup> Ass'gnem<sup>t</sup>  
 & acknowledgm<sup>t</sup> aboute written transcribed out of the origi-  
 nall & there with Compared this 25 : March : 1672 : p Edw :  
 Rishworth ReCor :

Wee Whose names are vnderwritten being chosen Select  
 men for the Town of Wells, with the free Con-  
 sent & approbation of the Inhabitants of y<sup>e</sup> sd  
 Wells To Town, manifested by the voats at a Legall Town  
 Cross meeteing, haue given & granted & by these  
 Prsents do giue & grant & make ouer vnto Jos : Cross an  
 Inhabitant of the sayd Town, his heyres executors adminis-  
 trators or assignes, all o<sup>r</sup> right Title & Interest vnto & in one  
 hundred & fuetty Acers of Land, to haue & to hould to y<sup>e</sup>  
 soole vse behoofe & benefitt for ever, bounded on the North  
 East side by Thomas Littlefejlids lott, & on y<sup>e</sup> South East  
 End by Mr Whelewrightts Land, & on the South West side  
 by Ogunquett River vntill It come to bee Thyrtty pooles  
 wide, & then being bounded by Fran : Backus his Lott/ It  
 is to runne on a West north West Lyne vntill 150 Acers bee

BOOK II, Fol. 110.

Completed/ beareing Date from y<sup>e</sup> 20<sup>th</sup> of Aprill Año :  
Domñ: 1668: as Attests o<sup>r</sup> hands/

A true Coppy of this Grant tran-	Willia <sup>m</sup> Hammonds/
scribed out of y <sup>e</sup> Originall, &	Ezekell Knights/
y <sup>r</sup> with Compared this 25:	Senjo <sup>r</sup> /
March: 1672:	John Littlefejd his
p Edw: Rishworth ReCor:	Marke/ John
	Sam <sup>l</sup> Austine/

Janvary: 1671:

Given Granted & layd out by the Select men  
 York Town of the Town of Yorke, vnto Abra: Preble of the  
 To  
 Ab: Preble sayd Town a Certen Tract of vpland Contayneing  
 the quantity of fourty fue Acers, being more or  
 lesse, lijng along by the sea side before the hither short  
 sands as Wee goe to Cape Nuttocke, next adioyneing to a  
 Prcell of vpland formerly granted vnto John Allcocke &  
 John Hurd by Mr William Hooke, & with them exchanged  
 by Mr Abra: Preble deceased, for another Prcell of Land at  
 Scotland & Tenn Acers more w<sup>h</sup> the Town gaue the sd  
 Abra: Preble, Adioyneing vnto the sd 20 Acers bought or  
 exchanged with them/ In the whool being Thyrtty Acers,  
 runneing fue scoore poole by the sea, & soe fare backe as  
 Compleates the Numb<sup>r</sup> of Thyrtty Acers, Next Adioyneing  
 vnto w<sup>h</sup> Land, Wee the Select men haue added twenty  
 poole more on the North East end or side of the sayd  
 vpland, to runne along by the sea side & soe backe into the  
 woods the same breadth & togeather on the backe side of the  
 former Thyrtty Acers aboue mentioned, vntill the full quan-  
 tity of fourty fue Acers bee fully Completed/ w<sup>h</sup> being  
 added to the former 30 Acers makes in the full & Just  
 Numb<sup>r</sup> of seaventy fue Acers, lijng & being on the North  
 East side of Richd Bankes his & Peter Twisdens Lands/

BOOK II, FOL. 110, 111.

ffurther granted vnto Abra : Preble Tenn Acers more of  
vpland lijng aboue & next vnto his greate stooone Lott at the  
sea side, & adioyneing to the front of Phillip Addams his  
lott & soe bounded between y<sup>e</sup> little River & Goodm<sup>r</sup> Bankes  
his Lott/

Edw : Rishworth/

A true Coppy of these Grants aboue

John Davess/

written transcribed out of the orig-

Mathew Austine

inall & there with compared this

Edw : Johnson

26 : of March 1672 :

John Allcocke

p Edw : Rishworth ReCor :

To all Christean people, to whome this Present writeing  
Indented shall come/ the Counsell for the affayres of New  
England In America send greeteing, In our Lord God euer-  
lasting. Where as King James of famous Memory, late King  
of England Scottland, France & Ireland, by his highness  
letters Pattents, & Royall Grant vnder the great seal of  
England, beareing date the 3d day of Novemb<sup>r</sup> In y<sup>e</sup> eigh-  
teen<sup>e</sup> yeare of his Reign of England, France, & Ireland &c :  
for the causes y<sup>r</sup>in expressed did absolutely giue grant &  
Confirme vnto the sd Counsell for the affayres of New Eng-  
land in America & thejr successossors for euer, all the Land  
of New England, lijng & being from fourty to forty eight  
degrees of Northerly latitude & in length by all that breadth  
aforesd from sea to sea through out y<sup>e</sup> Mayn land togeather  
with all the woods waters, Rivers soyles hauenes, harbours  
Yslands & other Co<sup>m</sup>oditys w<sup>t</sup>soeuer therevnto belonging,  
with diverse other priuiledges [111] Preheminences profetts  
& lybertys, by sea & Land, as by the sayd letters Pattents  
amongst other things Contayned, w<sup>t</sup>vnto due relation being  
had, more at large It doth & may appeare; Now know yee  
that y<sup>e</sup> sayd Counsell for the affayres of New England In  
America, as well for & In consideration that Thomas Lewis  
Gentle<sup>r</sup> hath already been at the Charge to transport him

selfe & others to take a vew of New England in America, aforesd, for the bettering of his experience in aduanceing of a plantation, & doth now wholly Intend by gods assistance with his Assotiates to plant there, both for the good of his Majestys Relmes & dominions, & for the propagation of Christean religion amongst those Infidells, & In consideration alsoe y<sup>t</sup> the sayd Thomas Lewis, togeather

**Ply: Councill** with Cap<sup>t</sup> Richd Bonighton, & alsoe with there  
**To**  
**Lewis & Boniton** assotiates & Company haue vndertaken at thejr  
own proper Costs & Charges to transport fuety

Prsons thither with in seaven yeares next Insewing, to plant & Inhabitt there, to y<sup>e</sup> advancement of the Generall plantation of y<sup>t</sup> Country, & the strength & safety y<sup>of</sup> amongst the Natiues or any other Invadors: Alsoe for the Incoragement of the sd Thom<sup>s</sup> Lewis, & Cap<sup>t</sup> Ric: Bonighton & other thejr assotiates & assotiates And other good causes & Considerations the sd cōsell there vnto moueing, haue given granted Infeoffed & Confirmed, & by this Prsent writeing, doe fully clearly & absolutely giue grant Infeoff & Confirme vnto the sayd Thomas Lewis, & Cap<sup>t</sup> Ric: Bonighton thejr heyres & Assignes for ever: All that part of the Mayn Land In New England In America aforesd, commanly Called or known by the name of Swanckadocke, or by w<sup>ts</sup>oever other name or names the same is or shall bee hereafter Called or known by, scituate lijng & being between the Cape or bay cōmanly called Cape Elizabeth & the Cape or bay cōmanly called Cape Porpus Conteyneing In breadth from North East to South West along by the sea foure Miles In a streight lyne, or accompting seaventeen hundred & three scoore yards according to y<sup>e</sup> stander of England, to every mile, & eight English Miles vpon the Mayn Land on the North side of the River Swancadock after the same rate, from the sea through all the breadth aforesayd, togeather with all the shoares, Cricks, bays Harbours & Costs amongst the sea, with in y<sup>e</sup> lymitts, & bounds aforesd, with the woods & Yslands next adioyning to the sd Lands, not being already granted by the sd

Counsell, vnto any other Prson or Prsons, togeather alsoe with all the Lands Rivers Mines Mineralls of what kind or nature soeuer woods quarries, Marshes waters Lakes, fishings huntings haukeings fowlings Cõmoditys Emoluments, & hæreditaments Whatsoeuer, with all & singular thejr & every of thejr appurtenances in or with in the lymitts or bounds aforesayd, or to the sayd Land lijng with in the sayd Lymitts or bounds belonging, or in any wise app'tayneing : To haue & to hould all & singular y<sup>e</sup> sayd Lands & Premisses, with all & singular the woods quarries Marshes Waters Rivers, Lakes, fishings, fowleings, Hawkinest Huntings, Mines Mineralls of what kind or nature soeuer, priuiledges Rites Jurisdictions, lybertys Royaltys & all other pfetts, commoditys Emoluments, & hereditaments w'tsoeuer, before in & by these Presents, given & granted, or here in ment, mentioned or Intended, to bee hereby given, or granted with thejr & every of thejr appurtenances & every part & Prcell thereof (except before excepted) to ye onely proper vse & behoofe of the sd Thomas Lewis, & Cap<sup>t</sup> Richard Bonighton, thejr heyrs Assotiates & assignes for ever, vnto the sd Tho: Lewis & Cap<sup>t</sup> Richd Bonighton thejr heyres Assotiates & assignes for ever/ Yeilding & paijng vnto o<sup>r</sup> Sovereign Ld the King, one fifth part of gould & silver oare, & another fifth part to the Counsell aforesayd, & thejr successors : to bee houlden of the sd Covnsell & y<sup>r</sup> successors by the rent hereafter in these Prsents reserved Yeilding & paijng therefore yearly for ever vnto the sayd Counsell thejr successors or assignes, for every hundred acres of the sd Land In vse Twelue peence of Lawfull mony of England (Into the hands of the rent gatherer (for the tyme being) of the sayd Counsell thejr heyres or successors for all scervice whatsoeuer : And the sayd Counsell for the Affayres of New England in America aforesd, do by these Prsents nominate, depute, authorize appoynt & in thejr place & steade putt Willia<sup>m</sup> Blackestoon of New England aforesd Clerke, William Jefferys & Edw: Hilton of the same

Gentle: & either or any of them Joyntly or severally, to be their true & Lawfull Attorney or Attorneys, & in their name & stead to Enter into the sayd part or portion of Land, & other the premises, with the appurtenances by these Presents, given & granted, or into some part thereof in the name of the whole, & peaceable & quiet possession & seazing thereof for y<sup>m</sup> to take & y<sup>e</sup> same soe had & taken in y<sup>r</sup> names & stead to deliver possession & seazing thereof unto the sd Thomas Lewis & Cap<sup>t</sup> Richard Bonighton, their heyres Associates & assign<sup>n</sup> according to the Teno<sup>r</sup> forme and effect of these Presents, ratifying confirming & allowing all & whatsoever the sayd Attorney or Attorneys or either of them shall doe In or about y<sup>e</sup> premises by vertue here of; In witness w<sup>of</sup> the sayd Counsell for the affayres of New England aforesayd, haue here unto caused their coman Seale to be putt yeoven the Twelfth day of febre: Año Dom<sup>o</sup>: 1629: & In the fifth yeare of the Reign of our Soueraign Ld Charles by the grace of god King of England Scotland France & Ireland Defend<sup>r</sup> of the faith &c:

R: Warwick

Edw: Gorges/

June 28: 1631:

Possession Levery & seazing had & Delivered by the with in named Edw: Hilton Gentle: one of the Commissioners nominated by the Lords of y<sup>e</sup> Consell for y<sup>e</sup> affayres of New England, unto y<sup>e</sup> with in named Thomas Lewis Gentle

In y<sup>e</sup> presents & sight of the Prsons vnder named/  
Tho: Wiggins James Parker/ Henery Watts/ George Vahan/

This is a true Coppy of a Pattent exhibited by Mr John Bonighton unto the commissioners of the Generall Court, being examined y<sup>r</sup> with word for word as Attests/

9: 5<sup>th</sup> Mo 1660

Thomas Savage

A true Coppy of this Pattent transcribed out of a coppy of y<sup>e</sup> originall Attested by Cap<sup>t</sup> Tho: Sauage/ & y<sup>r</sup> with compared word for word this 29<sup>th</sup> of March 1672: p Edw: Rishworth ReCor:

[112] This Indenture made the Thyrteeth day of Decemb<sup>r</sup> In the nineteenth yeare of the Reign of our Sovereign Lord Charles the second, by the grace of god of England, Scotland, France and Ireland King, Defend<sup>r</sup> of the faith &c: between John Shephard of Kittery In the Province of Mayn, husbandman, on the one party, & William Seely of Kittery aforesd, In the sd Province of Mayn fisherman, on y<sup>e</sup> other party; Witnesseth, that y<sup>e</sup> sd John Sheaphard, for & In consideration of y<sup>e</sup> sume of Eleaven pounds, of Lawfull pay of New England in hand before the Insealeing & delivery of these Prsents well & truely payd, the receipt w<sup>o</sup>f the sayd John Sheaphard doth hereby acknowledg, & him selfe to bee fully satisfied contented & payd, & there of & of euery part Prcell & penny there of, doth acquitt exonerate & discharge the sd Willia<sup>m</sup> Seely his heyres executors & administrators & every of them for ever by these Prsents, & for diverse other good causes, & considerations him there vnto espetially moueing, haue given granted barganed, & sould Alliened Inffeoffed, convayed released, assured Delivered & Confirmed, & by these Prsents doth grant bargane & sell Alliene Enfeoff, convay release, assure deliver & Confirme, vnto the sd William Seely his heyres & assignes all that Messuage or tenement scituate lijng & being on the West side of Spruse Creeke, sometymys heretofore in the possession of one Richd Carle, & now In the possession of the sd John Sheaphard, & alsoe and singular houses Edifices, & bujldings, now there vpon standing, & being, w<sup>h</sup> sd Prcell of Land & Tenement doth conteyne by estimation Tenn Acers bee It more or lesse, togeather with all Co<sup>m</sup>ans easements, profitts co<sup>m</sup>oditys advantages Emolum<sup>ta</sup> hereditam<sup>tes</sup> & appurtenances whatsoever to the sayd Messuage or tenement belonging, or any wise appertayneing; & Asoe all the Right title Clayme vse possession remajnd<sup>r</sup> & dem<sup>and</sup> w<sup>h</sup>soever, of him the sayd John Sheaphard, his heyres & assignes of in & to the sayd p<sup>r</sup>misses, or of in &

Shephard  
To  
Seely

vnto every or any part or Prcell there of: To haue and to hould, the sd Messuage or Tenement & Land & every part or Prcell there of, & all houses Edeffices & bujldings, & all Coṃanes esements profetts, coṃoditys aduantages Emoluments hereditaments & appurtenances whatsoever, vnto the sd William Seely his heyres & assignes for ever, to ye onely soole & proper vse & behoofe of the sd William Seely his heyrs & assigns for ever, & to & for noe other vse intent & purpose w<sup>t</sup>soever, & y<sup>e</sup> sd Jo<sup>n</sup> Sheppard for him his heyres executors administrators & assignes, & for all & euery of y<sup>m</sup> doth hereby Couen<sup>t</sup> promiss & grant to & with y<sup>e</sup> sd Wilt Seely his heyrs & assignes & to & with euery of them, by these Prsents, that hee the sayd William Seely, his heyres & assignes & every of them, shall & may lawfully quietly & peaceably haue hould vse occupy possess & Inioy to his & thejr own proper vse & behoofe all & singular the sayd hereby granted, & barganed p<sup>r</sup>misses, & every part & Prcell thereof with the appurtenances, freed acquitted & discharged, or otherwise well & sufficiently saved, & kept harmeless of & from all & all manner of former & other barganes, sales gyfts grants Leases Joynters Dowries, titles troubles charges & Incomberances whatsoever, heretofore had made committed suffered or done, or hereafter to bee had made Coṃitted suffered or done by the sayd John Sheaphard, his heyres executors Administrators or assignes, or any of them, or of or by any other Prson or Prsons whatsoever Lawfully Caymeing from by or vnder him them or anie of them: And the sayd John Sheppard for him his heyres executors administrators, & assignes, & for all & every of them, the sd p<sup>r</sup>misses before hereby granted barganed & sould or hereby ment mentioned or Intended, to bee granted barganed & sould vnto the sayd William Seely, aganst him the sayd John sheppard his heyres & assignes, & aganst y<sup>e</sup> sayd Richd Carle his heyres & assignes, & aganst all & euery other pson or Prsons whatsoever, lawfully Caymeing from by or vnder him them or any of them,

shall & will warrant & for ever Defend by these Prsents,  
the Right & Title belonging to the Proprietor of the Pattent,  
of the Premisses, onely excepted & fore reprzyed : In wit-  
ness where of the Prtys aboue named to these psent  
Indentures Interchangeably haue sett there hands & seals,  
the day & yeare first aboue written/

Sealed & Delivered

The marke of

In the Prsence of

John **S** Sheppard (<sup>his</sup><sub>seal</sub>)

Jeremiah Hubbard/ John Sheppard owens this

Abra : Corbett/

Instrument aboue written to

Edw : Chambers/

bee his act & Deede before

mee this 7th of May 1672 :

Edw : Rishworth Assote/

This Deed or Indenture aboue written transcribed out of  
the originall & therewith compared, word for word this 10<sup>th</sup>  
of 2 : 1672 : p Edw : Rishworth ReCor :

Witnesseth these Prsents, that I John Allcocke of Yorke,  
do grant bargane & sell vnto Thomas Mowlton of Hampton,  
my soole Right & Interest in a Prcell of vpland contayne-  
ing three scoore & tenn Acers lijng togeather  
next Adioyning to a Prcell of Land of Arther  
Alcock To Bragdens vp the River, of Yorke, vpon wch  
Moulton Land there is a small bujlding, three acers of  
Land broake vp, & about 15 or 16 Acers more or lesse  
fenced in/ And the full quantity of Tenn Acers of fresh  
Meddow, lijng at the head of the North West branch of the  
aforesd River, being all my right I bought of John Par-  
ker, & what other stripps of Meddow the Town gave mee/  
In consideration that the sayd Tho : Mowlton shall pay or  
cause to bee payd vnto mee the sayd John Allcocke or my  
assigns, the Just some of fiuety pounds/ Twenty fiue  
pounds to bee payd at or before the last of Octobr next  
Insewing, the one halfe to bee Deliuerd In M'chañble wheate

in Boston at Current prise there, the other halfe at Yorke  
In Cattle at prise Current there: prizd by 2 Indifferent men,  
each of them chuseing one/ And the other Twenty five  
pounds to bee payd at or before the same tyme Twelue  
Moenth after In the same pay & In manner as aforesayd:  
vpon w<sup>ch</sup> Considerations I the aforesd John Allcocke & my  
assignes, do grant ratify, & Ingage my selfe to make good,  
all the Title of my aforesayd Interest of my aforesd vpland  
& Marsh now sould vnto Thomas Mowlton, & to his assigns  
for ever/ In Witnesse of all & every of the abouesd  
p<sup>r</sup>misses, I haue here vnto sett my hand & seale, this 22<sup>th</sup>  
day of March: 1655:

Signed, sealed & Delivered

John Allcocke (<sup>his</sup>seale)

In the Prsence of/

Edw: Rishworth/

Ric: Bankes his marke *R*

Thomas Curtis/

A true Coppy of this Deed aboue written transcribed out  
of the originall, & y<sup>r</sup>with Compared this 10<sup>th</sup> Aprill: 1672:  
p Edw: Rishworth Re: Cor:

[113] Witness these Prsents that I Thomas Mowlton of

Moulton  
To  
Maxell

Yorke, In Consideration of fourty two pounds  
w<sup>ch</sup> I am to receiue of Allexand<sup>r</sup> Maxwell, as  
doth & may appeare by a bond vnder his hand,  
do hereby make over sett ratify & confirme, my  
soole right & Interest of w<sup>t</sup>soever Lands & Meddows, & all  
other privilegedes y<sup>t</sup>o belonging, whither of Tymber or  
otherwise, w<sup>ch</sup> I bought of John Allcocke, according to y<sup>e</sup>  
teno<sup>r</sup> of this bill or bond aboue written, vnto the sd Allex-  
and<sup>r</sup> Maxwell, & his heyres & assignes for ever/ witness my  
hand this three & twenteth day of Janvary 1657:

Signed In the Prsence of/

Thomas Mowlton/

Edw: Rishworth/

Henery Sayword/

A true Coppy of this assignement transcribed out of the  
originall & y<sup>r</sup>with Compared this 10<sup>th</sup> 2: 1672: p Edw:  
Rishworth ReCor:

To all Christean people to whom this Prsent writeing  
shall come, I John Dyament send greeteing/ In o<sup>r</sup> Lord god  
Everlasting &c: Know yee that I the sd John Dyamont for  
diverse and sundrie considerations mee here vnto moueing,  
as alsoe for & in the Consideration of the some of Three  
scoore pounds in hand payd, w<sup>of</sup> I do acknowledg the  
receipt there of, & every part & parcell thereof,  
by these Prsents haue barganed sould & sett  
over vnto William Dyament my brother, All  
that house w<sup>in</sup> the sayd William Dyament now  
liueth, with tenn Acers of land contayneing twenty pooles  
In breadth, adioyneing to the house, which sayd Premisses,  
are scituatē lijng & being (In crooked lane, soe co<sup>m</sup>anly  
Called) Mr Thomas Wills his Land bounded on the North  
West, & the Lands of Mr Robert Cutt, on the East, w<sup>ch</sup>  
Lands my father possessed by vertue of a Town grant, &  
by It this may more playnly & fully appeare; To haue & to  
hould the aforesd Prmisses, to the aforesd Willi Dyament  
his heyres executors, administrators & assignes for ever-  
more: And y<sup>e</sup> sd John Dyament doth hereby promiss for  
him selfe his heyres executors Administrators & assignes,  
that the sd Willia<sup>m</sup>: his heyres executors, administrators &  
assignes shall quietly Inioy the aforesd Premisses, with out  
any lett hinderance or Molestation from by or vnder him, or  
them the aforesd William his heyres, executors Administra-  
tors or assignes, yeilding pajng or doeing thinges according  
to y<sup>e</sup> Customes layd vpon the Premisses/ to these p<sup>r</sup>sents I  
the sayd Jo<sup>n</sup> Dyamo<sup>t</sup> haue sett my hand & seal this eight-

Jn<sup>e</sup> Dyemont  
To his Bro:  
William

BOOK II, FOL. 113.

eenth day of Novemb<sup>r</sup> In y<sup>e</sup> yeare of o<sup>r</sup> Lord god, one thousand six hundred sixty seaven 1667 :

Sealed signed & delivered, John Dyement (<sup>his</sup>seal)

In the psence of us/

Hugh Allard/

Arthur Clapha<sup>~</sup>

Portsmo<sup>th</sup> j : Aprill 1670 :

John Dyament acknowledged this  
Instrument to bee his Act &  
Deede before mee Elyas Style-  
mā : Commisso<sup>r</sup>/

A true Coppy of this Instrument transcribed out of the  
originall & y<sup>r</sup> with compared this 28 : of April 1672 :

p Edw : Rishworth ReCo<sup>r</sup> :

The Deposition of Rowland Flansell aged about 30 yeares/  
This Deponent sayth, that hee liueing at the house of John  
Dyament deceased heard the sayd John speake  
In giving to his sun William Dyament a Certen  
Tract of Land, which lyeth between his own  
lott of Land, & his sun Andrews Lott of Land,  
and his Elldest sunn John Dyament & his Mother would  
haue mee to build a house vpon the sayd lott for the sayd  
William, but William at y<sup>t</sup> tyme was loath to haue It done,  
& further sayth not/

Rowland  
Flansells  
Testi.

Taken this 6<sup>th</sup> of July 1671 : p mee ffran : Neale Assofe

A true Coppy of this Deposition transcribed out of the  
originall this 28 : 2 : 72 : p Edw : Rishworth ReCo<sup>r</sup> :

Allexand<sup>r</sup> Joanes aged fuety two years or y<sup>r</sup> abouts  
examined sayth, that hee this Deponent about 4 yeas since,  
being desired by Cap<sup>t</sup> Bryan Pendleton to fetch  
wood at or vpon the Necke of Land w<sup>o</sup>n Thomas  
Crockett now liueth, according to w<sup>h</sup> desire hee  
this deponent did cutt & carry away some wood

Jones  
Test  
for Crockett

of the same necke of land, but as soone as y<sup>e</sup> sayd Crockett vnderstood the same, hee tooke an occasion to meete this Depon<sup>t</sup> & discharged him from Cutting any more, vpon w<sup>h</sup> discharge p the sd Crockett, this Deponent being vnwilling to loose his labour, desired the sd Crockett to giue him leaue to cutt one boate Loade, & hee would desist & come there noe more/ vpon w<sup>h</sup> promiss the sd Crockett tould him that If hee this Deponent would cutt It vpon his Accompt should, but should cutt none vpon Cap<sup>t</sup> Pendletons, w<sup>h</sup> this Deponent did accept, & cutt & carrjed away/ & further sayth not/

Taken vpon oath the seauenth day of febru : Anno : Dom<sup>o</sup> : 1667 : before mee ffrancis Champernown Just<sup>ice</sup> pe :

A true copy of y<sup>r</sup> Deposition transcribed out of y<sup>r</sup> originall this 19<sup>th</sup> of June 1672 : p Edw : Rishworth ReCor :

The Deposition of Barnard Squire aged 40

Squire  
for D<sup>ts</sup>      years or y<sup>r</sup> abouts/ this Deponent witnesseth y<sup>t</sup>  
was I was cutting wood with William Woolfe  
In Spruse Cricke aganst Tho : Crocketts feild, w<sup>o</sup>f severall  
tymes the sd Crockett forewarned vs, from cutting wood, &  
after wee came to vnderstand that It was the sd Crocketts  
Land, wee left off cutting/ & further sayth not/

Barnard Squire tooke his oath to w<sup>t</sup> is aboue written this 17<sup>th</sup> day of June 1672 : before mee John Cutt Commissi<sup>r</sup>/

A true Coppy of this Deposition aboue written transcribed out of the originall this 19<sup>th</sup> of June : 1672 :

p Edw : Rishworth ReCor :

The Deposition of John Whitte aged 66 years or thereabouts/

White  
for  
D<sup>m</sup> This Deponent being sworne sayth, that about nine or 10 years agoe, w<sup>a</sup> Thomas Crockett did brew for Cap<sup>t</sup> Pendleton, being Prsent at his brew house did heare Cap<sup>t</sup> Pendleton & Thom<sup>s</sup> Crockett discourse of Land & the sd Crockett did desire Cap<sup>t</sup> Pendleton that he would not meddle with that Land that hee was about to buy of Ryce To<sup>m</sup>ass because It was the sd Crocketts Land, & It would breed a great difference between them/ & then Cap<sup>t</sup> Pendleton replied God forbid that I should do any man wrong, I will not meddle with it/ & further sayth not/

Taken vpon oath this 24 : of June 1669 : before mee Rog<sup>r</sup> Playstead Assotiate/

A true Coppy of y<sup>e</sup> deposition transcribed out of the originall & y<sup>e</sup>with Compared this 19 : of June : 1672 :

p Edw : Rishworth ReCor :

The 19<sup>th</sup> of Septemb<sup>r</sup> 1659 :

The declaration of Jane the Indean of Scarbrough concerning Land/

This aforesayd Jane alias vphañum doth declare that her mother namely Naguasqua the wife of Wickwarrawaske Sagamore, & her brother namely vgagoyuskitt & her selfe namely vphannu : coæqually hath sould vnto Andrew Alger, & to his brother Arther Alger a Tract of Land, beginning att the Mouth of y<sup>e</sup> River Called blew Poynt River, where [114] the River doth part, & soe bounded vp along with the River Called Oawascoage in Indean, & soe vp three scoore poole aboue the falls, on the one side, & on the other side bounded vp along with the Northermost River, that Treaneth by the great hill of Abram Jocelyns & goeth Northward,

Indians  
To  
Alger  
vide Page  
154

bounding from the head of y<sup>t</sup> River South West & soe to the  
aforesd bounds, namely three scoore pooles, aboue the Falls ;  
This aforesayd Vphanum doth declare, that her mother &  
brother & shee hath already in hand received full satisfaction  
of the aforesayd Algers for the aforesd the Land from the  
begining of the world to this day provided on conditions that  
for tyme to come from yeare to yeare yearly, the aforesd  
Algers shall peaceably suffer vphannum to plant In Andrew  
Algers feild, soe long as vphannu<sup>~</sup> & her mother Neguasqua  
doe both live/ & alsoe one buill of corne for acknowledgm<sup>t</sup>  
euery yeare soe long as they both shall Liue/ Vphannu<sup>~</sup> doth  
declare that y<sup>a</sup> bargan was made In the yeare 1651: vnto  
which shee doth subscribe/

the marke of vphannum/ \*

In y<sup>e</sup> Prsence of Robert Cooke/ the day & date aboue  
written/

Jane an Indean Woman, did appeare before mee the 21<sup>th</sup>  
of June 1672 : & did acknowledg this Instrum<sup>t</sup> was the deed  
of her mother & her selfe, before mee Bryan Pendleton

Assofe/

A true Coppy of this Instrument, with the acknowledg-  
ment y<sup>o</sup>f, transcribed out of the originall & y<sup>r</sup>with com-  
pared, this 25<sup>th</sup> of June 1672 : p Edw : Rishworth ReCor :

A further acknowledgm<sup>t</sup> of this Deed pa: 154:

Where as there is foure hundred pounds Sterling, due  
vnto Robert Gibbs of Boston M<sup>r</sup>chant which  
Sayword  
To  
Gibbs  
sayd some by these Prsents I doe acknowledg  
doth yett remajne vnpayd ; Therefore know all  
men by these Prsents, that I Henery Sayword  
of Yorke haue barganed & sould, & do by these Prsents  
bagane & sell alien assigne & sett ouer, vnto Robert Gibbs

aforesayd, all that my dwelling house, with my Mill I am now bujlding at Wells togeather with all my Lands lijng & being between Cape Porpus River & Kenebunke River, being about a Mile broad & a mile in length bee It more or lesse/

To haue & to hould the aforesayd house lands Mill with all the privileged vtensells and appurtenances therevnto belonging, or In any wise appertayneing, to him the sd Robert Gibbs his heyres executors administrators or assignes for ever without the lett or hinderance of mee the sayd Hene: Sayword my heyres executors Administrators or assignes/ Always provided & It is hereby agreed vpon that; If I the sayd Hene: Sayward my heyres executors Administrators or assignes shall well & truely pay or cause to bee payd vnto the sd Robert Gibbs, his executors Administrators or assignes, the full & just quantity of Two hundred thousand foote of M<sup>cht</sup><sup>ble</sup> square edg'd pine boards, to bee delivered at some convenjent Landing place by the water side at Wells In manner & forme followg vidz<sup>t</sup> that is to say sixty thousand foote of the aforesayd mentioned boards to bee payd at or before the twentieth day of Septemb<sup>r</sup> next insewing the date hereof and fourty thousand foote more of the aforementioned boards to bee payd at or before the tenth of March next insewing the date hereof, and one hundred thousand foote more being y<sup>e</sup> residue of the aforementioned two hundred thousand foote aboue expressd, to bee payd at or before the last day of July, which shall bee In the yeare of our Lord god one thousand six hundred seaventy three with out frawd or delay, that then this Deed to bee voyd & of none æffect, otherwise to stand In full force & vertue, as full & as firme & cleare as If this Deed had been made with all the tearmes of Law & art as any deed or Morgage W<sup>soeuer</sup>/ In witness w<sup>of</sup> I haue here to sett my

hand & seal this twentieth day of June one thousand six hundred seaventy & two/

Signed sealed & Deliveřd

Henery Sayword (<sup>his</sup><sub>seal</sub>)

In the Prsence of us/

June 20<sup>th</sup> 1672: Henery Sayward

Elyas Styleman/

came & acknowledged the aboue

Mary Styleman/

written to bee his Act & Deed  
before mee

Elyas Styleman Commissio<sup>r</sup>

A true Coppy of this Instrument aboue written transcribed  
out of the originall this 27 June 1672: & y<sup>r</sup>with Compared  
p Edw: Rishworth ReCor/

This Indenture made the fifth day of June In the yeare  
of our Lord God one thousand six hundred seaventy two,  
between Cap<sup>t</sup> Fran: Champernoon of Kittery in the County  
of Yorke Esq<sup>r</sup>, of the one party, & Nathall Fryer of Ports-  
mouth, In the County of Norfocke M<sup>c</sup>chant of the other  
party, Witnesseth y<sup>t</sup> the sayd Fran: Champnoon, for & In  
consideration of y<sup>e</sup> some of eight hundred & thirty pounds

Champernoon  
To  
Fryer

of lawfull pay of New England, in hand before  
the sealing & delivery of these Presents, well &  
truely payd the receipt w<sup>o</sup>f, the sd Francis  
Champernoon doth hereby acknowledg, & him  
selfe to bee fully satisfyd Contented, & payd, & y<sup>o</sup>f & of  
euery part & penny thereof doth acquitt Exoñrate & dis-  
charge, the sd Nathall Fryer his heyres executors adminis-  
trators & assigns, & euery of them by these Prsents/ Hath  
granted barganed & sould, aliend Enfeoffed, convayed  
released, assured delivered & Confirmed, & by these psents  
doth grant bargan & sell alliene Enfeoffe Convay release  
assure deliver, & Confirme vnto the sd Nathll Fryer his  
heyres & assignes, All that Westernne part of the Ysland,  
commanly called & known by y<sup>e</sup> name of Cap<sup>t</sup> Champer-  
owns Ysland, begineing at a place y<sup>r</sup> comanly Called Pejrece

his Landing place, & soe along that ditch fence through the Marsh over the beatch, vpon a East North East lyne, the sea therefrom thence to y<sup>e</sup> Harbours Mouth on the South East side, & the harbour of Pischataq & y<sup>e</sup> Crick that goes to or through Braueboate harbour, to y<sup>e</sup> sd Landing place or ditch fence, on the North & West sides y<sup>e</sup> of/ And alsoe all that Ysland at the Harbours Mouth Called Wood Ysland, the two fishing Yslands & all other Yslands, & Isletts Crickes, Coues, & alsoe all & singular houses, Edefices & buildings, ways paths passages, Trees, woods, vnderwoods, comons, Marshes sault & fresh, Easments, profetts comoditys advantages, Yslands Rocks or Ysletts w<sup>th</sup>soeuer, to the sd hereby granted & barganed p<sup>r</sup>misses, belonging or in any wise app<sup>r</sup>tyneing: & to & with the same now vsed occupied & Inioyed as part Prcell or Member thereof, [115] or of any part or Prcell thereof/ And alsoe all the right title, Claye Interest, vse possession reversion, & de<sup>m</sup>and w<sup>th</sup>soeuer of him the sayd Francis Champernown of in & vnto that part of the sayd Ysland, & p<sup>r</sup>misses with y<sup>e</sup> appvtenances belonging in or any wise app<sup>r</sup>tyneing & of in & vnto euery part & Prcell there of; To haue & to hould that part of the sd Ysland before hereby granted barganed & sould, or ment mentioned and Intended to bee herein, & hereby granted barganed, & sould vnto the sayd Nathall Fryer, his heyres & assignes for ever, to the soole & onely vse benefitt & behoofe of the sd Natll Fryer, his heyres & assignes for ever, & to & for noe other vse intent or purpose w<sup>th</sup>soeuer: And the sd Fran: Champernown for him, his heyres executors administrators & assignes, & for all & every of them doth hereby Covenant promiss & grant to & with the sayd Nathall Fryer, his heyres & assignes, & to & with euery of them p these Presents, that hee the sd Natll: Fryer his heyres & assigns, shall & lawfully may from tyme to tyme, & at all tymes hereafter quietly & peaceably haue hould vse occupy possess, & Inioy to his & y<sup>r</sup> own proper vse & behoofe of all and singular the sayd before hereby granted & barganed p<sup>r</sup>m-

isses, & every part and Prcell there of, with y<sup>e</sup> appur-  
tences freed acquitted & discharged, or otherwise well &  
sufficiently saved kept harmelese of & from all manner of  
former & other barganes sayles gyfts grants Morgages,  
Leases Joynturs Dowrys recognicezes Judg<sup>m</sup> Executions  
titles troubles, Charges & Incomberances w<sup>th</sup>soeuer, hereto-  
fore had made committed suffered or done or hereafter to  
bee had made committed suffered or done by the sd Fran:  
Champernown, his heyres executors or Administrators, or  
any or either of them or of or by any other Prson or Prsons  
w<sup>th</sup>soeuer, lawfully clajmeing from by or vnd<sup>r</sup> him y<sup>m</sup>, or any  
or either of them: And the sd Fran: Champernoown for  
him his heyres executors Administrators, & for all & every  
of them doth further hereby Covenant promiss & grant to  
& with the sd Na<sup>th</sup>l: Fryer, his heyres executors Adminis-  
trators & assignes, & to & with euery of them by these  
Prsents, that hee the sayd Francis Champnown, at the tyme  
of the Insealeing & delivery hereof, now is the very soole  
true pfect & absolute owner of the sayd Prmisses hereby  
granted barganed sould, or ment mentioned or Intended, to  
bee herein granted barganed & sould, & that hee now hath  
good right full pouer & Lawfull authority, to grant bargane  
& sell y<sup>e</sup> sayd Prmisses, & every part & Prcell thereof with  
the appu<sup>n</sup>ances, vnto the sd Natha<sup>l</sup> Fryer his heyres &  
assignes in manner & forme aforesd; And the sayd Fran:  
Champ<sup>n</sup>nown for him his heyres executors & Administrators,  
& for all & every of them doth hereby further Covenant  
promiss & grant to & with the sd Nathanjell ffryer his  
heyres executors Administrators & assignes, & to & with  
euery of them by these Prsents, that hee y<sup>e</sup> sayd Francis  
Champnown shall & will with in the Tearme of seaven  
years, next Insueing the date hereof, & vpon the reasonable  
request cost & charges in the law of him the sayd Na<sup>th</sup>l  
Fryer, his heyres & assignes make, doe acknowledg execute  
& suffer, or cause & procure to bee made done acknowl-  
edged executed & suffered all & euery such further lawfull

& reasonable Act, & Acts, thing & things devise & devises, assurances & conveyances in the Law w<sup>t</sup>soever, for the further more better & pfect assureing sure makeing & Inioijng of the sayd Premisses, & every part and Parcell thereof, with the app<sup>t</sup>enances hereby granted, barganed & sould, vnto the sd Nath<sup>l</sup> Fryer his heyres & assignes, for ever: Bee It by fine or fines, Recouery or Recouerys with single or double voucher or vouchers, deed or deeds Inrowled or not Inrowled the acknowledgm<sup>t</sup>, & Inrowlment of these Prsents, release confirmation with warranty, or without warranty, or by all any or as many of the ways & deuises aforesayd, or by any other ways or meanes whatsoeuer, as the sd Nath<sup>l</sup> Fryer his heyres or assignes, or his or y<sup>r</sup> Counsell Learned in the Law, shall bee reasonably devised, advised & required, soe as the sayd Fran: Champnoown at the tyme of such request to bee made as aforesd, shall not bee compelled, nor compellable to travell from the place of his vsual abroad, aboue fiue Miles for the doeing, executeing & Prformeing, of any other conveyance or Assurance soe to bee made as aforesd/ In witness where of the Partys first aboue named to these Present Indentures, Interchangeably haue sett thejr hands & seales, the day & yeare first aboue written/ 1672 :

Sealed & delivered,                      ffrancis Champernown (<sup>his</sup> <sub>scale</sub>)

In the Presence of,

Robert Gibbs	June : 6 <sup>th</sup> : 1672 : Cap <sup>t</sup> Francis Champer-
Jo : Harvie/	nown acknowledged this Instrum <sup>t</sup> to
Abra : Corbett/	bee his free Act & Deed, before mee
	Elyas Stylemā : Commisso <sup>r</sup>

A true Coppy of this Instrument aboue written transcribed out of the originall & y<sup>r</sup>with compared word for word this fueteenth day of July one thousand six hundred seaventy two p Edw : Rishworth ReCor

Memorandu : that vpon the sixth day of June in the yeare with in written the with in named Fran : Champernown, did giue & deliuer quiett & peace-[116]able possession, & seazen

according to course of Law, vnto the with in named Nathall Fryer, to haue & to hould to him his heyres & assignes for ever, according to y<sup>e</sup> Teño<sup>r</sup> of the deed with in written/ In the Prsence of/ Elyas Styleman/ Abra : Corbett/ Robert Gibbs/ Jo : Harvie/

vera Copia of possession deliuered as aboue written transcribed out of the originall this 15<sup>th</sup> of July : 1672 :

p Edw : Rishworth ReCor :

The Deposition of Sañll Donell aged about 27 yeares/

S. Donells  
Test.

This Deponent being examined, maketh oath, that about the tenth of Aprill last, being in the Barbadoes, heareing some discourse between John Legatt Maister of our Catch & Christopher Carpenter, about some Moñeys that hee vnderstood was due vnto the sayd Carpenter, from Jo<sup>a</sup> Legatt, The sd Leggat expressed him selfe willing y<sup>t</sup> the sd Carpenter should goe y<sup>e</sup> vioage with him, & w<sup>t</sup> was due hee would pay him/ & further did heare John Legatt say y<sup>t</sup> hee was foure pounds odd money in Christopher Carpenters debt/ w<sup>ch</sup> money as hee sayd hee borrowed of him/ & further sayth not/

Taken vpon oath this 16 : July : 1672 : before mee

Edw : Rishworth Assofe/

A Trve Coppy of this oath transcribed & Compared w<sup>h</sup> y<sup>e</sup> originall, this 16 : of. July 1672 : p Edw : Rishworth

ReCor :

Know all men by these Prsents that I Fran : Smale or Cascoe sometymys Called Falmouth for diuerse good Causes & valewable Considerations mee there vnto moueing, more especially that I am Indebted vnto Mr Geo : Munioy of the same place, the some of Two hundred & fourty pounds=7<sup>s</sup> : 5<sup>d</sup>,

Small  
To  
Mountjoy

& p bill vnd<sup>r</sup> my hand, will more largely appeare, for the better security vntill the sd bill shall bee fully satisfyd, doe by these Prsents, grant assigne & sett ouer vnto the sd George Munioy, all such debts as are now owing from or remajneing in the hands of any Indean or Indeans Inhabiting with in New England, as alsoe all Such debts as shall bee due vnto mee hereafter, vntill such tyme as I haue satisfyd the aforementioned bill, & doe by these assigne Constitute & ordayn, the sd Mr Geo : Munioy my true & lawfull Atturney in my name, but to the onely proper vse of him the sd Munioy, his executors administrators or assignes to receiue the sd debts, & for default of payment to sue arrest & Imprysone the sd Debtors, Ratifyng allowing & confirmeing w<sup>soeuer</sup> my sayd Atturney shall doe, or cause to bee done in & about y<sup>e</sup> pmisses, as fully & In as large manner as I my selfe might or could doe ; And I the sd Samle doe promiss y<sup>t</sup> euery tyme I do returne out of the Countrey, to giue Just Accopt to y<sup>e</sup> sd Munioy of all such debts as shall bee due from any Indeans, & doe likewise by these Prsents make ouer, vnto y<sup>e</sup> sd Geo : Munioy all the right title & Interest, that I haue might haue or out to haue to any land or houseing at Osibey, vntill such tyme as the forementioned bill shall bee Just satisfyd, & then y<sup>e</sup> Ingagem<sup>t</sup> to bee voyd & of none æffect/ for the true Prformance here of I haue here vnto sett my hand & seale, this 23 : Febrü : 1662 :

Witnesse/

Francis Smale (<sup>his</sup><sub>seale</sub>)

ffrancis Neale/

Fran : Neale tooke oath In Court that

Hene : Donell his

hee saw Fran : Smale signe seale &

Marke *AD*

Deliu the aboue writeing as his Act

& deed to Mr Geo : Munioy & y<sup>t</sup> his

hand is sett two as a witness/ Dated

July : 5 : 72 : Edw : Rishworth

ReCor :

I Fran : Neale doe Attest vpon y<sup>e</sup> oath of mine, that I was Prsent & a witness w<sup>h</sup> Fran : Smale did signe & seale &

deliver the letter of Attorney written on y<sup>e</sup> other side of this paper, as his Act & Deed, vnto Mr Geo: Munioy, by mee

Francis Neale Assotiate/ March 13:  $\frac{1662}{70}$

Henry Donell maketh oath, that hee was p<sup>s</sup>ent & a witness w<sup>a</sup> Fran: Smale did signe seale & Deliver, the letter of Attorney written on the other side of this paper, as his Act & deede, vnto Mr Geo: Munioy/ Taken vpon oath this first of Aprill 1670: before mee Fran: Neale Assotiate/

A true Coppy of this Instrum<sup>t</sup> or assignement as written on the other side, & of the evidences y<sup>e</sup>vnto afixed & vnder-written, transcribed & Compared by the originalls this 18<sup>th</sup> of July 1672: p Edw: Rishworth ReCor:

T. Holms  
Test.

Thomas Holms being examined testifyd vpon oath, that being in discourse with John Legatt at Boston, amongst other matters, hee the sd Legatt sayd hee was behoulden to one Christopher Carpenter more then others, for hee had lent him monys, but for the Just quantity hee remembers not/

July: 26: 72: Taken vpon oath, before mee Edw: Rishworth Asso<sup>te</sup>

This Indenture made the eighteenth day of Aprill Anno Dom<sup>i</sup>: one thousand six hundred seaventy two, In y<sup>e</sup> 24<sup>th</sup> yeare of the Reign of our Sovereign Lord Charles the second, of England Scotland France & Ireland King, defend<sup>r</sup> of the faith &c: Witnesseth, that I Henery Greenland of Kittery Poynt In Pischataqua River In New England Chyergion, for & in Consideration of the some of Two hundred pounds, of current & Lawfull pay of New Eng-

Greenland  
To  
Shapleigh  
&  
Bickam

land, to mee In hand already payd, before the Ensealeing here of, by Majo<sup>r</sup> Nicholas Shapleigh & William Bickeu: both of Pischataq River in New England aforesd M<sup>r</sup>chants, the receipt w<sup>o</sup>f I doe hereby acknowledg, & my selfe there with to bee fully satisfyd, haue & doe for my selfe my heyres, executors & administrators, give grant bargan sell aliene Enfeoff & Confirme, vnto them the aforesayd Shapleigh and Bickcum, & to both of them thejr heyres executors administrators & assignes, all the house w<sup>h</sup> I now possess, & wherein I now dwell, & Inhabitt scituate lijng & being on Kittery Poynt aforesayd, with halfe an Acer of Land or y<sup>a</sup>bouts, with an out house garden & sellers, with the appurtenances y<sup>v</sup>nto belonging, vnto the sayd Nic: Shapleigh & Will: Bickeu: & to both of them thejr heyres executors administrators or Assignes to ever/ & I y<sup>e</sup> sayd Henery Greenland doe for my selfe my heyres executors & Administrators, Covenant promiss & agree to & with the sayd Nicholas Shapleigh & William Bickum, & to & with both of them there heyres, executors Administrators & assigns to saue secure defend & keepe harmeless from all former & other barganes, sayles Joynters Dowrys, titles Troubles, & Incomberances whatsoever, & further that y<sup>e</sup> sayd Majo<sup>r</sup> Shapleigh, & William Bickeum & both of them thejr heyres [117] executors administrators & assignes, shall peaceably & quietly Inioy haue hould occupy, & possess all the aforesayd demised Premisses, & euery part & Prcell thereof, to them selues there heyres executors, administrators & assignes for ever more/ without the lawfull lett trouble molestation or hinderance of mee the sayd Hene: Greenland or of any Prson or Prsons whatsoever, lawfully Claymeing any right title Interest in or vnto the Premisses, or any part y<sup>o</sup>f from by or vnder mee fymely by these psents/ Provided always that if the sayd Henery Greenland, his heyres executors Administrators or assignes shall well & truely pay or Cause to bee payd, vnto the aboue named Nicho: Shapleigh & William Bickeum to both & either of

them, thejr heyres executors Administrators & assignes, the Just & full some of Two hundred pounds of current & lawfull pay of New England, at on or before the first day of Novemb<sup>r</sup>, w<sup>h</sup> shall bee in the yeare of our Lord God one thousand six hundred seaventy & three, Ensueing the Date hereof/ that then the aboue named Nicholas Shapleigh & William Bickeu : & both & either of them, thejr heyres executors & Administrators shall quietly & peaceably surrender deliver & giue the aboue mentioned Premisses, to the onely vse possession & Improuem<sup>t</sup> Inioym<sup>t</sup> & behoofe of the sayd Henery Greenland, to him selfe his heyres executors Administrators as formerly for ever, according to the true Intent & meaning of these Prsents, anything whatsoever herein Contayned to the Contrary, Notwithstanding/ In witness whereof the sayd Henery Greenland shall herevnto sett & putt his hand & seal the day & yeare aboue written

Signed sealed & Deliud

Heñ : Greenland (<sup>his</sup><sub>scale</sub>)

In y<sup>e</sup> psence of us/

Henery Greenland appeared this

John Shapleigh

24<sup>th</sup> Aprill 1672, & acknowl-

Tho : Watkines/

edged this writeing or deed to  
bee his Act/ before mee

Ric : Walden Comissio<sup>r</sup>/

A true Coppy of this deede with the acknowledgment y<sup>r</sup>of transcribed out of the originall & therewith Compared this 28 : July : 1672 : p Edw : Rishworth ReCor :

To all Christean people to whom this psent Writeing shall come/ send Greeteing : Know yee that I Hene : Greenland of Kittery Poynt In the River of Pischataqua Chyergion, for & In consideration of the sume of one hundred & Twenty pounds of Current & lawfull pay of New England in hand already received of & from Majo<sup>r</sup> Nicholas Shapleigh & William Bickum, both of Pischataq River In New England

aforesayd M<sup>c</sup>chants, w<sup>o</sup>f & of every part & P<sup>r</sup>cell thereof, do acknowledg & Confess my selfe to bee fully Contented payd & satisfyd, & the sayd Shapleigh & Bickum, to bee freely & for euer hereafter exonerated acquitted & discharg'd for y<sup>e</sup> same, haue given granted barganed & sould & Confirmed, & doe by these p<sup>s</sup>ents giue grant bargane sell & Confirme vnto the sayd Nicholas Shapleigh & William Bickum, thejr heyres executors Administrators or Assignes for euer,

the one halfe, or one halfe part of the Hull of a  
 Pinke or vessell burthen eighty Tun<sup>s</sup> or thereabouts, w<sup>h</sup> is (& was formerly) known by the name of Santa Maria/ with all her Masts yards sayles, Roopes standing & Running Riggine, Cables Anchors with the boate, & all other materialls & appurtenances, vnto the sd Pinke or vessell belonging, or In any wise app<sup>r</sup>tayneing/

To haue & to hould the aforesd halfe or halfe part of the sd Hull of the aforesayd Pinke or vessell, with the aboue mentioned Premises, thervnto belonging, vnto them the sayd Shapleigh & Bickum, & to there only vss & behoofe of them, thejr heyres & assignes for euer more/

The sayd Henery Greenland doth further Covenant promise Ingage & warrant for him selfe, his heyres executors administrators firmly by these P<sup>r</sup>sents to mantayn defend saue & keepe harmeless the sayd Nicho: Shapleigh & William Bickum thejr heyres or assignes or either of them from all & all former gyfts Grants bargans sayles, had made suffered or Committed to bee done, by the sayd Hene: Greenland his heyres or assignes or either of them, & the sayd p<sup>r</sup>emiss hereby given granted barganed and sould, & every part & P<sup>r</sup>cell there of, with the appurtenances there vnto belonging, aganst him the sayd Greenland his heyres & assignes, & against all & every P<sup>r</sup>son or P<sup>r</sup>sons w<sup>h</sup>soever lawfully Clayming any right title or Interest into or out of the p<sup>r</sup>misses, or any part y<sup>o</sup>f, shall & will for euer warrant & for euer Defend by these p<sup>s</sup>ents, & to noe Intent vse or purpose, whatsoeuer/ according to y<sup>e</sup> true Intent & meaning of these p<sup>s</sup>ents/

In witness where of the sayd Hene : Greenland, hath here vnto sett & putt his hand & seale this twentieth day of Aprill one thousand six hundred seaventy two/

Signed sealed & Deliverd	Hene : Greenland ( <sup>his</sup> <sub>seale</sub> )
In y <sup>e</sup> psence of us/	Henery Greenland acknowledged
John Shapleigh	this writeing, to bee his Act &
Thom : Watkines	Deede this 24 <sup>th</sup> of Aprill 1672 :
	before mee Ric : Walden

Comisso<sup>r</sup>/

vera Copia, of this Instrument aboue written, with y<sup>r</sup> acknowledm<sup>t</sup> thereof, transcribed out of the originall & y<sup>r</sup> with compared this 28<sup>th</sup> of July 1672 :

p Edw : Rishworth ReCor/

[118] These psents witnesseth, that I William Broad, with the Consent of my wife Abigayl doe In consideration of the Just some of Ninety pounds to bee payd mee in M<sup>r</sup>cha<sup>ble</sup> fish & oyle by Dygory Jefferys, Assigne make ouer & Conuay, my soole Right Title & Interest of all those lands houseing, w<sup>th</sup> all other appurtenances y<sup>r</sup> vnto, as Conuayed vnto mee In the Deed aboue written by Hene : Greenland, from mee my heyres Administrators & assignes vnto the Dygory Jefferys his heyres Administrators & assignes for ever/ In testimony w<sup>o</sup>f, I haue here vnto sett my hand this 9th day of June 1670 :

Broad  
To  
Jeffery

William Broad/

Signed & Deliu<sup>d</sup>

In psence of/	Willi <sup>~</sup> Broad & Abigayl his wife doe own
Edw : Rishworth	the Assignm <sup>t</sup> aboue written to y <sup>r</sup> own
John Davess/	Act, owned before mee, Fran : Raynes
	Assote/ 10 : June 1670/


I William Broad Deliu<sup>d</sup>, & quiett & peaceable possession & seazin of y<sup>r</sup> lands aboue granted was given & Deliverd

by the aboue named Wilt : Broad at y<sup>e</sup> dwelling house vnto  
y<sup>e</sup> sd Dygory Jefferys vpon the 14<sup>th</sup> day of June 1670 : in  
name of possession & seazin, of all Lands Tenēts &  
Hæreditan<sup>ts</sup> in y<sup>e</sup> Deed aboue written Contayned, to haue  
& to hould vnto y<sup>e</sup> sayd Dygory Jefferys his heyres &  
assignes for ever, according to y<sup>e</sup> Teño<sup>r</sup> and true meaneing  
of the Deed aboue written/ In psence of/

Geo : Peason/

Dauid Cymball/

Nic : Payne his

marke 

A true Coppy of the Assignment & pos-  
session aboue written transcribed out  
of y<sup>e</sup> originall, & y<sup>e</sup> with compared  
this 3 : of August : 1672 : p Edw :  
Rishworth ReCor

Know all men by these Prsents that Wee  
Greenland & Barefoot. To Corbett  
Henery Greenland of Kittery in the County of  
Yorke, Chyergeon, & Walter Barefoote of Dover  
Chyergeon, haue remised released, discharged  
quitt Claymed, and for us ours & each of o<sup>r</sup>  
heyrs executors & Administrators, & every of them, do  
remiss release discharge & for euer quitt clayme vnto Abra-  
ham Corbett of Shipscott distiller, of & from all or any  
title, or Interest vse clayme possession Reversion & Remajn-  
der w<sup>h</sup>soever, w<sup>h</sup> Wee or either of us heretofore haue had,  
now haue, or hereafter may or can might or out to haue of  
into or out of any of the houses & lands of the sayd Abra :  
Corbett scituate lijng & being in Kittery aforesd, as Well  
that w<sup>h</sup> the sd Corbett purchased of the sd Walter Bare-  
foote, as y<sup>t</sup> w<sup>h</sup> hee purchased of Thomas & Ephraim Crock-  
ett, or any other Prson or by other ways or meanes What-  
soever, & which Wee may or might Clayme by vertue  
ptence or Colour of any trust in us or either of us reposed,  
or by any ptended deed to us made, or any other way or  
meanes whatsoever/ In witness w<sup>o</sup>f Wee haue here vnto

sett our hands & seales the 15<sup>th</sup> day of July Ann<sup>r</sup>: Dom<sup>r</sup>:  
1672:

Hene: Greenland (<sup>his</sup><sub>scale</sub>)

Sealed & Deluid by Mr Greenland

( )

the day & Date aboue written/ The Marke of

Walter Jones sign'd **I** Dygory **D** Jeffeyrs

Dygory Jeffeyrs doth Attest vpon his oath, that this  
release or discharg aboue written, was the Act & Deed of  
Hene: Greenland, w<sup>v</sup>nto Walter Joanes & him selfe are  
both witnesses/ Taken before mee p<sup>r</sup>: of August 1672:  
Edw: Rishworth Asso<sup>r</sup>e

A true Coppy of this Instrum<sup>t</sup> with in written transcribed  
& examined Cum origine this 9<sup>th</sup>: 6<sup>th</sup>: 72:

p Edw: Rishworth ReCor:

The Deposition of Ephraim Crockett 28 years or there-  
abouts/ examined & sworne sayth as followeth/

That hee this Deponent about the Moenth of August:  
1669: being at Kittery in the County of Yorke, & vnder-

standing that some Lands were to bee layd out

Crockett by Cap<sup>t</sup> Fran: Champernown vnto Abra: Cor-  
bett Consisting of about Three hundred & sixty

Test for Acers, w<sup>h</sup> Walter Barefoote sould to y<sup>e</sup> sayd

Corbett, & w<sup>h</sup> the sd Barefoote purchased of Cap<sup>t</sup> Champ-

pernown, w<sup>h</sup> lands were then layd out by Cap<sup>t</sup> Champnawn as

aforesd, but w<sup>n</sup> the sd Cap<sup>t</sup> Champnawn came to or neare a

house wheare Walter Knight lived, the sayd Cap<sup>t</sup> Champnawn

refused to goe any further, except the sayd Corbett would

grānt him tenn Acers of Land liijng on either side of y<sup>e</sup> sayd

house; and for that y<sup>e</sup> sayd Corbett as I then vnderstood

was not willing to haue any difference, or any sujte to bee

Comēced as touching the laiijng out of the sd Land, did com-

ply with the sd Cap<sup>t</sup> Champernoown, & sould him tenn Acers

of land for tenn pounds/ the sd walter Barefoote & Mr

Greenland being then p̄sent, did not any way dislike or Interrupt the sd bargan between them, but disliked that the sd Champnoown should desire any such thing of the sayd Corbett; The Land soe layd out begane at the North East End of Mr Lockwoods fence, vpon a poynt of the Compass to the stepping stoones, neare the house w<sup>r</sup> Ryce Tommass now liueth/ & further doth not depose/

Taken vpon oath this 19th of June, 1672: before me  
Edw: Rishworth Asso<sup>t</sup>

vera Copia transcribed & examined p the originall this  
9th of 6: 72: p Edw: Rishworth ReCor

This Indenture made the tenth day of Septemb<sup>r</sup> in the  
yeare of our Lord God one thousand six hundred sixty nine,  
between Abra: Corbett of Kittery In y<sup>e</sup> County of Yorke  
& Alyce his wife on the on Party, & Mr Henery Greenland  
of Kittery Gentle<sup>~</sup> & Cap<sup>t</sup> Walter Barefoote of Dover Gentle<sup>~</sup>  
of the other Prty, Witnesseth that the sayd Abra:  
Corbett, for & in consideration of that Naturall loue & affection  
w<sup>ch</sup> hee beareth vnto the sd Alice Corbett his sd wife,  
& vnto the three children of her body by the sd Abra: Corbett  
begotten, vidz<sup>t</sup> John Corbett, Elizabeth Corbett, &  
Alice Corbett, & for some provission of Maintenance & edu-  
cation to bee had, & provided to & for her the  
sayd Alyce & her sayd three children, & for  
diverse other good Causes & Considerations, him  
y<sup>r</sup>vnto moueing hath given granted Infeoffed &  
Confirmed, & by these p̄sents doth giue grant Infeoffe &  
deliver, & Confirme vnto them the sayd Henery Greenland,  
& Walter Barefoote & there heyers, All that dwelling house  
& land scituate standing & being vpon Kittery Poynt, where  
in the sayd Abra: Corbett now doth dwell, & inhabitt con-  
teyneing two Acers bee It more or lesse/ And alsoe nine  
Acers more lijng vpon the sayd Poynt, formerly purchased

Corbett  
To  
His Children

of Ephraim Crockett, Spruse Cricke there lijng on the North, & West sides, & land of Fran: Morgan lijng on the South & East sides there of/ & alsoe all that three hundred & sixty Acers of Land, likewise purchased of the sd walter Barefoote Party to [119] these Prsents/ & alsoe fourescoore acers of Land formerly purchased of Cap<sup>t</sup> Francis Champernown lijng in spruse cricke, as by the Assurances there of will at large appeare, & alsoe all & singular ways pathes passages Trees woods vnderwoods, co<sup>m</sup>anes easements profitts, co<sup>m</sup>oditys, advantages, Emoluments heridatam<sup>u</sup>, & appurtenances w<sup>t</sup>soeuer, to the sayd dwelling house & Prcells of Land belonging or any ways appertayneing, to haue & to hould the sayd before hereby given, granted & Infeoffed p<sup>r</sup>misses, & all houses ædifices & bujldings lands tenements hereditaments & appurtenances w<sup>t</sup>soeuer, vnto them the sayd Hene: Greenland, and Walter Barefoote to the vses, Intents & purposes here after mentioned & reserved and to & for noe other vse Intent or purpose w<sup>t</sup>soeuer, that is to say, as for touching & Concerneing the sayd dwelling house warehouse, the sayd two acers of Land, the sd Nine acers & foure scoore Acers before mentioned, shall bee & remajne from the day of the date hereof to the vse of the sayd Aylce Corbett, for the maintenance & æducation of her selfe & children, vntill the sayd John Corbett shall Attayne to y<sup>e</sup> age of one & Twenty yeares or bee married & the one Moety halfe & halfe deale of the same houses & Lands shall bee & remajne from the day of the date hereof, to the vse of the sayd John Corbett, his heyres & assignes for ever/ & the other moety halfe & halfe deale of houses & lands & p<sup>r</sup>misses shall bee & remajne to the vse of the sayd Alyce Corbett, for & dureing the tearme of her naturall life, & after her decease, to y<sup>e</sup> vse & behoofe of the sayd John Corbett, his heys & assignes for ever/ & as for touching & concerneing all that Three hundred & sixty acers of Land lijng In Kittery formerly purchased of the sayd Walter Barefoote one hundred & sixty acers where of shall bee & remajne to the vse

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of the sayd John Corbett his heyres & assignes for ever/ & the other two hundred Acers shall bee & remajne to the vse of Elizabeth & Aylce Corbett for the rayseing of provisions for them w<sup>a</sup> they shall come to the age of eighteen yeares a peece/ provided always that If it shall seeme good to y<sup>e</sup> sayd Hene: Greenland Walter Barefoote and Aylce Corbett the Ellder at any tyme hereafter, or that counsell shall aduise Itt, may bee more advantagious for the subsistance of sayd Alyce & children to sell or dispose of all or any part of the before given granted & Infeoffed pmisses, that then they the sd Hene: Greenland & Walter Barefoote shall full pouer to & with the approbation of the sayd Alyce Corbett the Ellder, to sell convay & dispose of the sd houses & Lands & premisses, & every or any part or Prcell there of, with y<sup>r</sup> of with appurtenances at thejr will & pleasure, & the purchase money of the sayd houses & Lands, soe to bee sould as aforesayd, shall bee & remajne to y<sup>e</sup> vse of the sayd Aylce, & her children for ever, to bee Imediately payd to the sd Alyce, according as shall bee by her ordered, & directed/ one hundred pounds whereof, If the Lands shall bee soe sould as aforesayd, shall be payd vnto the sayd Abra: Corbett, If hee shall either by his Prsone, or any writeing vnder his hand, demand the same/ & that these Prsents & every thing here in Contayned, shall stand Continew remajne & bee, to the vse intents & purposes, before herein lymitted, appoynted & declared, & to & for noe other vse, intent or purpose Whatsoever/ In Witness whereof the Partys aboue named to these Prsent Indentures, interchangeably haue sett thejre hands & seales, the day yeare first aboue written/

Abraham Corbett (<sup>his</sup><sub>scale</sub>)

Sealed & Delivered, & quiett & peaceable  
possession of the dwelling house aboue  
granted, was given in name of possession  
& seazin, of all Lands tenements & hæridi-  
tam<sup>a</sup> in the Deed aboue written convayed, to  
hould to them, according to y<sup>e</sup> vsses, intents

& purposes, & according to y<sup>e</sup> teno<sup>r</sup> & true  
meaneing of the Deed aboue Written In Pres-  
ence of/ George Norton

Tho : Watkines/ Thomas Watkines doth depose, that  
the aboue Deed or Instrument, was  
the Act & deed of Abra : Corbett  
to Hene Greenland, & that George Norton was Prsent, at the  
signeing sealeing & Deliuery of y<sup>e</sup> same, as a witness with  
the sd Watkines/ taken before mee this 12<sup>th</sup> d : 4 : M<sup>o</sup> : 1672 :  
vpon Oath, Edw : Rishworth Assotiate

Vera Copia, of this Deed or Instrument aboue written,  
transcribed out of the originall, & y<sup>r</sup>with word for Word  
compared this 9<sup>th</sup> of August 1672 : p Edw : Rishworth

ReCor :

To all Christean people to whom these Prsents shall come/  
Know yee that I Joseph Bolles & Mary my wife, of the Town  
of Wells In the County of yorke, in the Collony of the Mas-  
sachusetts in New England, for a certen some of money in  
hand payd, & by us received, & other valewable considera-  
tions, us there vnto [120] espetially moueing, haue barganed  
& sould, & doe by these Prsents bargan sell assigne & make  
ouer vnto Charles Frost of Kittery in the County aforesayd,  
a Certen peece of sault Marsh lijng & being in the Township  
of Cape Porpus, contayneing tenn Acers more or  
less, w<sup>ch</sup> was formerly Morgan Howells, & given  
to the sayd Mary Bolles, as by his will may &  
doth appeare, & was excepted out of the Marsh  
& Land, sould by the sayd Morgan Howell to John Barret  
of Cape Porpus, being bounded on the South & South East  
by a Necke of Land, on the East side the little River, & on  
the North East with Major Pendletns Marsh, & on the North  
with the River that runnes towards Sacoe, & on the West  
with the River that runnes vp to Ric : Youngs house/ the sd

Bolles  
To  
Frost

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Charles Frost to haue & to hould the sayd Marsh with all the priuiledges y<sup>r</sup> vnto belonging, to him his heyres executors, & assignes for euer/ without y<sup>e</sup> lett denyall & Contradiction of mee the sd Jos: Bolles, & Mary my wife, or of any Prson from by or vnder us, our heyres executors or assignes, or either of us/ w<sup>t</sup>vnto Wee haue sett our hands & seales, this 3d day of Aprill 1672 :

Signed sealed & Delivered

in psence of vs/

John Davess/

William Johnson/

his marke 

Jos: Bolles/ (<sup>his</sup> <sub>scale</sub>)

Mary Bolles

her marke  (<sup>her</sup> <sub>scale</sub>)

Mr Jos: Bolls & Mary his wife do  
acknowledg this Instrument to  
bee there Act & Deed vnto Cap<sup>t</sup>  
Charles Frost before mee Edw:  
Rishworth Assotiate/

A true copy of this Instrument transcribed & examined  
by the originall this 9th day of August 1672 :

p Edw: Rishworth ReCor :

Know all men by these Prsents that I John Clarke of Portsmouth Yeamon, & Elizabeth my now wife, for and in consideration of the some of fourty pounds Sterlg: in hand payd by John Hoole of the Town of Kittery Yeamon, the which I do acknowledg to haue received, & wherewith I am fully satisfyd Contented & payd, by these Prsents haue barganed & sould, & doe by these Prsents bargan sell aliene assigne and sett ouer vnto the sayd John Hoole his heyres executors, administrators & assignes for ever, a Tract or Prcell of vpland & swampe Contayneing by estimation one hundred & fiuety Acers bee It more or lesse, seituatate lijng & being over Spruse Cricke in the Townshipe of Kittery, aforesayd,

Clark  
To  
Hoole

being bounded with the Land of Tho : Withers, on the West side the length of the sayd Tract, being one hundred & sixty rodd, & bounded by Marked trees on the South End of the sd Tract, one hundred & fiuety rodd, as alsoe bounded on the North end of the sd Tract, with marked trees to y<sup>e</sup> extent of one hundred & fiuety rodd, as may appeare vpon Record of y<sup>e</sup> Town booke of Kittery, granted & layd out to the sayd John Hoole, and by him sould vnto mee the sayd John Clarke, & now by mee sould backe agajne vnto the sayd John Hoole, with all woods vnderwoods trees paths passages profetts, Coṃodytys, Emolume<sup>a</sup>, priuiledges appurtenances y<sup>v</sup>nto belonging, or In any wise app<sup>t</sup>ayneing, to bee vnto y<sup>e</sup> onely vse pfett & behoofe of the sayd John Hoole, his heyrs & assignes for ever, & for noe other vse Intent and purpose w<sup>s</sup>soever, free & cleare from all former bargajnes sayles gyts grants, Morgages Dowrys, or title of Dowrys, or any other Incomberance w<sup>s</sup>oeuer, had made done, or suffered to bee had mayd or done by mee y<sup>e</sup> sd John Clarke, or from any other prsone or Prsons from hy or vnder mee, and that I the sd John Clarke doe further promiss for my selfe, my heyres, my executors & assignes, to defend the Title of y<sup>e</sup> aforebarganed ꝑmisses, to the sayd John Hoole, his heyres executors administrators or assignes against all & all manner of Prson or psons laijng lawfull Clayme to y<sup>e</sup> same from by or vnder mee, my heyres executors or assignes, and that I will giue vp all my Writeings, Concerneing the before barganed Premisses, fayrely written & vncancelled, & here vnto I bind my heyres executors and Assignes to the sayd John Hoole, his heyres executors or Assignes/ In witness where of I the sayd John Clarke & Elizabeth my wife, haue herevnto sett our hands & seals the seaventeenth day of Septembr One thousand six hundred & seaventy, & In the two & twentieth yeare of the Reign of

our Sovereign Lord Charles the second King of England  
Scotland France & Ireland, Defend<sup>r</sup> of the faith: 1670:

Signed sealed & Delivered

John Clarke (<sup>his</sup> scale)

in the presence of us/

The sign  of (<sup>her</sup> scale)

The marke of

Elizabeth Clarke

Andrew Symmons

Elyas Styleman/

Portsmouth the 7; of Janry 1670:

John Clarke & Elizabeth his wife  
acknowledged this Instrument to  
bee thejr free Act & Deed, before  
me Elyas Stylemā: Commissio<sup>r</sup>/

A true Copy of this Instrum<sup>t</sup> or Deed aboue written  
transcribed & examined by the originall this 11th day of  
August: 1672: p Edw: Rishworth ReCor:

[121] Know all men by these Prsents, that I Elizabeth  
Garnsey of Pinhoo, in the County of Deavon Widdow,  
haue made ordayned Constituted, appoynted, & authorized,  
& by these Prsents doe make ordayne, Constitute, appoynt

& Authorize, Bennett Oliver of Coffines Well,

Eliz<sup>a</sup> Garnsey  
Power of Attor.  
To  
Oliver

In the County aforesayd, my true and Lawfull  
Attorney, for mee & in my name, to aske  
deamānd, Leavy recouer, & receiue, of & from


such Court, or Cōrts of Justice or Judicature, or others for  
houlding pleas, & tryalls of Tyttles & Suites of Right, with  
in the Yles of shoales or else where, or from any Prson or  
Prsons w<sup>t</sup>soever, all such some & sumes of Money as or may  
bee any way due owing or Comeing vnto mee, as Admin-  
istratrix to Will: Garnesey my late deceased Husband,  
giving & by these Prsents granting vnto my said Attorney  
full pouer & Lawfull Authority, for mee & In my name to  
aske demaund, Leavy recouer & Receiue the same by all due  
orderly & Legall ways means and proceedings, & vpon  
Recēpt & payment to bee made for mee, & In my name to

make seale & deliver Acquittance or acquittances, receipts or other discharges, as shall bee meette reasonable & Con-  
 venjent; any Prson or Prsons for non payment, to sue  
 arrest Implead declare aganst, Imprison, & Cause to bee  
 Condemed at his pleasure, againe to recouer & receiue, one  
 or more Attorney or Procter Attorneys, or Procters vnd<sup>r</sup>  
 him or them, to substitute ordayne & appoynt, & further to  
 doe execute & finish all and singlar, thing & things w<sup>t</sup>so-  
 euer, that shall bee needeful necessary & expedient, in &  
 about the pmisses, & all & w<sup>t</sup>soeuer my sd Attorney shall  
 Lawfully doe or cause to bee done, therein, I promisse to  
 allow ratify, and confirme, as fully & amply In all respects,  
 as If I myselfe were psonally Prsent & did the same/ In  
 witness y<sup>o</sup>f I haue herevnto sett my hand & seal the second  
 day of Janu: with In the yeare of our Lord God one thou-  
 sand six hundred & sixty/

Sealed & Deliverd In the p<sup>s</sup>ence The marke of

of Peter Brown/

Nichō: Renalds/

 (her  
 seale)

Elizabeth Garnesy

A true Coppy of this Instrument aboue written tran-  
 scribed out of y<sup>e</sup> ReCords & y<sup>r</sup>with Compared this 14:  
 August 1672: p Edw: Rishworth ReCor:

Know all men by these Presentes that I Bennett Oliver  
 haue Received full satisfaction of William Rogers,  
 concerneing the estate of William Gayrnesey, to  
 w<sup>ch</sup> estate the sd Rogers was Administrator, here  
 in New Eng<sup>d</sup> & this I the sd Bennett Oliver  
 haue Received by vertue of a letter of Attorney from Eliza-  
 beth Widdow to y<sup>e</sup> sd Wiff: Garnessy, doth & may appeare,  
 & I the sayd Bennett doe here by discharge the aforesd  
 Willia<sup>m</sup>: Rogers, his execut<sup>r</sup> administrators & assignes for

Oliver  
 To  
 Rogers


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euer, concerneing the abouesd Administratorship as witness  
my hand this twelth day of August 1671 :

Witness

Arthur Clappum/

Bennett Oliver

his marke 

vera Copia of this receipt aboue written, transcribed &  
Compared by y<sup>e</sup> originall this 14 : August, 1672 :

p Edw : Rishworth ReCor/

Kellond's  
Caution dis-  
charged

Mr Edw : Rishworth/ Sir/ this cavnion is  
voyd, therefore shall desire you to take It off,  
When Cap<sup>t</sup> Champnoon Mr Fryer, or either of  
them require it/ By request of Mr Nath Fryer/

Portsmouth 30<sup>th</sup> of June 1670 : Tho : Kellond/

By this order of Mr Thom : Kellond the Cavnion to Cap<sup>t</sup>  
Champernowns land is reversd, as by Entry vnder the same  
in the ould booke of ReCords/ 22 : 6 : 72 :

p Edw : Rishworth ReCor :

To the Marshall of Hampton or his Deputy/

You are required in his Majestys name, to leavy this exe-  
cution on the goods Chattles Lands & for want there of the  
bodys, of Cap<sup>t</sup> Walter Barefoote, or Mr Henery Greenland  
or of either of them to the valew of Twenty pounds, with  
two shillings for the execution, & is to satisfy Abra Drake  
Benja<sup>t</sup> Swett, & Hene : Green, for soe much allowed to them  
by the Judgm<sup>t</sup> of the Court houlden at Hampton the 10<sup>th</sup>  
day of the 8<sup>th</sup> M<sup>o</sup>enth 1671 : & here of you are not to fayle  
at your perill/

By y<sup>e</sup> Court Tho : Bradbury ReCor :

## BOOK II, FOL. 121.

This execution, demand made the 20<sup>th</sup> of the 8<sup>th</sup> 1671 : 21 :  
 this execution leavyed vpon a Pcell of Land on  
 Kittery poynt, all tendered except w<sup>t</sup> the ware-  
 house stands vpon by Cap<sup>t</sup> Barefoote, ouer  
 against the great Ysland, & bounded by Major  
 Shapleigh, as appeareth by a bill of sayle vnder  
 his hand prized at twelue pounds/ prizers John  
 Readmā : & John Pickerin, chozen by Cap<sup>t</sup> Barefoote &  
 Henery Green/ Demand 20<sup>th</sup> leavied the 21 : 8 : M<sup>o</sup>n<sup>th</sup> :  
 1671 :

the 21: 8<sup>th</sup> M: 1671: y<sup>e</sup> execution leavyed vpon a Pcell of blakett of Cap<sup>t</sup> Walter  
 Barfoots, to y<sup>e</sup> just valew of 303 pounds of Cap<sup>t</sup> Barefootes prized at 22 s p o prizers Ric:  
 Stylemā: Jo<sup>a</sup> Readmā: Senjor Novb<sup>r</sup> 15: 1671, by mee Abra: Drake Marshall |

by mee Abra Drake Marshall

This execution leavyed vpon two thousand foote of pine  
 boards, & fourty six foote of Mr Hene : Greenlands/ prizers  
 Rowland Flansell & Natll : Drake chosen by Henery Green,  
 & Mr Greenland/ the boards tendered, & prized at Thyrt y  
 shillings p <sup>1000</sup><sub>m</sub>: the 15<sup>th</sup> of Novemb<sup>r</sup> 1671 :

by mee Abraham Drake Marshall/

The remajnd<sup>r</sup> part of this execution, demand, leavyed  
 vpon Mr Henery Greenlands Prson to the Just valew of  
 three pounds six shillings/ & satisfyd by Isacke Coule vpon  
 Mr Greenlands Accōpt the 18 : or 19<sup>th</sup> of Novemb<sup>r</sup> 1671 :

Entred the 28<sup>th</sup> of Novemb<sup>r</sup> 1671 : by mee Abra : Drake  
 Tho : Bradbury/ Marshall/

This is a trve Coppy of the abouesd execu-  
 tion with the severall returnes, as It stand-  
 eth reCorded In the County ReCords,  
 for Norfocke lib<sup>r</sup> 2 : pa : 228 : 229 : soe  
 Attests Tho : Bradbury ReCor :

A true Coppy transcribed & as aboue written Compared  
 this 28 : 6 : M<sup>o</sup> : 1672 : p Edw : Rishworth Re Cor :

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October : 28 : 71 :

Received & Accepted of Samull Austine my father in law,  
seaventeen pounds seaven shillings as In full satisfaction of  
all debts dues & demands, & more espetially of  
all Considerations due from my father in law,  
the sayd Sañll Austine for my filiall portion,  
hereby doe discharge him from y<sup>e</sup> same : & do accept of y<sup>e</sup>  
sd seaventeen pounds seaven shillings in full satisfaction of  
all demāds w<sup>ts</sup>oeuer, from the beginning of the world to this  
psent date, from my fathers estate, as witness my hand/

Jer Storer  
Rec<sup>t</sup> To Austin

Witnesse/

Joseph Storer/ marke

Jeremiah  Storer/

William Chillson his// A true Coppy of this receipt tran-  
scribd & compared by the originall this 22 : Octobr 1672 :

p Edw : Rishworth ReCor :

[122] This Indenture made the Thyrteenth day of May,  
one thousand six hundred seaventy two, between Fran : Lit-  
tlefejlđ Senjo<sup>r</sup> of the Town of Wells, in the  
County of Yorke, In the Colony of the Massatu-  
setts, on the one Prty, & John Littlefejlđ Senjo<sup>r</sup>,  
his brother, of the same aforesd Town on the  
other Party, Witnesseth that y<sup>e</sup> aforesd Fran : Littlefejlđ,  
hath barganed & sould, & by these psents clearly barganeth  
& selleth to the aforesd John Littlefejlđ his part & portion  
in the saw Mill, that hee the sayd Fran : Littlefejlđ hath  
partnershipē in with his aforesd brother, the w<sup>ch</sup> saw Mill is  
att or vpon the falls of Ogunquett, at the westernē end of  
the aforesd Town of Wells/ & with the aforesayd saw Mill is  
hereby barganed & sould three hundred of Loggs more or  
lesse that lyeth as is aboue the abouesd Mill, not being as  
yett floated downe there vnto, & with the sayd Mill all  
Tooles & Implem<sup>ts</sup> as by a sēdule beareing date with this  
Instrument, will more fully appeare, & more Prticularly  
togeth<sup>r</sup> with all the priuiledges & appurtenances y<sup>t</sup> there

F. Littlefield  
To  
John

vnto the aforesd Mill app'tayneth & belongeth : To haue & to hould the sayd Saw Mill, & all other the Prmisses with the appurtenances, vnto the sayd John Littlefejd, his heyres executors, his Administrators & assignes : & alsoe the sd Fran : Littlefeld hath sould to y<sup>e</sup> sd John Littlefejd all writeings & Instrum<sup>ts</sup> grants deeds, & euidences w<sup>ch</sup> hee or any other Prson hath or haue concerni<sup>ng</sup> the pmisses, or any part or Prcell of the same, & the sd writeings all & every one of them hee doth covenant & grant to deliuer or cause to bee delivered vnto the aforesd John Littlefejd, him his heyres executors Administrators & assignes, with in six weekes tyme after the date hereof & the sd Fran : Littlefejd doth for him selfe, his heyres executors administrators & assignes Covenant promiss & grant to & with the sd John Littlefeld him his heyres executors administrators & assignes, that hee the sd Littlefejd, & his heyres, executors Administrators & assignes, shall & may lawfully peaceably, & quietly haue hould & vse, occupy, possesse, & Inioy the sayd pmisses, & all & euery of them y<sup>e</sup> appurtenances, & every part & Prcell there of for ever, with out any lett, or any manner of lett, sujte, trouble disturbance, euiction or Interrvption of the sd Fran : Littlefejd him his heyres, Executors, Administrators & assignes, or any of them, or of any Prson or Prsons whatsoever, Claymeing by or vnder him, them or any of them, or by his or there meanes, Act title, Consent privity or pcurement/ In witness w<sup>of</sup> the sayd Fran : Littlefejd Senjo<sup>r</sup> for him selfe his heyres executors Administrators & assignes, haue here vnto sett to his hand & seale firmly to all Constructions Intents purposes as is before expressed by these Prsents the day & yeare aboue written/

Fran : Littlefejd (<sup>his</sup> <sub>seale</sub>)  
Senjo<sup>r</sup>

Signed sealed & Deliuerd

In the p'sence of/  
Sheth Fletcher/  
Robert Waylkumm/

✕

This Instrument acknowledged the  
day & yeare aboue written, by  
ffran : Littlefejd Senjo<sup>r</sup> to bee  
his Act & Deed before mee  
Bryan Pendleton Assofe/

A true Coppy of this Instrument aboue written transcribed  
& Compared by the originall this 2 : day of Septemb<sup>r</sup> 1672 :  
p Edw : Rishworth ReCor :

This Indenture made the eighteenth of July, In the yeare  
of our Lord god, one thousand six hundred seaventy two,  
Between Abra : Corbett of shipscott River, on the Easterne  
side of Kenebecke distiller, of the one Prty, & Fran : Wane-  
wright of Ipswich In the County of Essex, & John Fabines  
of the Ysles of shoales M<sup>c</sup>cha<sup>m</sup> of the other Party, Witness-  
eth, that the sd Abra : Corbet, for & in Consideration of the  
some of Nineteen pounds tenn shillings, & eight peence, of  
lawfull pay of New England, In hand before then sealeing, &  
Delivery of these Prsents, well and truely payd the receipt  
w<sup>o</sup>f, the sayd Abra : Corbett doth hereby ac-  
knowledg, & him selfe to bee fully satisfyd, con-  
tented & payd : Hath granted barganed & sould,  
Enfeoffed & Confirmed, & by these psents doth  
grant bargane & sell Enfeoff, & Confirme vnto  
the sayd Fran : Wanewright, & John ffabines thejr heyres &  
Assignes, all that Tract of Land Contaneing fourty acers,  
scituate, lijng & being In Kittery In the County of Yorke,  
In a Cricke there Called & known by the name of Spruse  
Cricke, & lijng on the East side of that Tract, and being  
Prcell of the Lands, w<sup>ch</sup> the sayd Abra : Corbett purchased  
of Cap<sup>t</sup> ffancis Champnoown of Kittery aforesayd, & begine-  
ing at the head of the Cricke, there being sixteen Rod In  
breadth, at y<sup>e</sup> head of the sayd Cricke, and runneing backe  
into the Woods vntill fourty Acers bee Compleate propor-  
tionable In breadth to that Tract of the sayd Abra : Corbetts,  
A brooke or streā of Water there lijng on the East side  
thereof: To haue & to hould the sayd fourty Acers of Land,  
before herein & hereby granted barganed, & sould propor-  
tionable as aforesayd, vnto the sayd Fran : Wanewright, &

Corbett  
To  
Wainwright  
&  
Fabines

John Fabines, thejr heyres & assigns for ever; Provided  
always that If the aboue Named Abra : Corbett, his heyres  
executors or Administrators or any or either of them, doe &  
shall Well & truely pay, or cause to bee payd vnto the sayd  
Fran : Wanewright, & John Fabines the full & Just some of  
Nineteen pounds tenn shillings & eight peence, In good Well  
cured Mrchant<sup>ble</sup> dry Cod fish at price Current, at or vpon  
the last day of June next Insewing the date here of, then this  
psent Morgage to bee voyd, & of none æffect, to all Intents  
& purposes w'soever, provided alsoe that this Morgage bee  
noe barr to the sayd Abra : Corbett, for selling & disposeing  
of the sayd Lands, hee the sayd Corbett paijing the aboue  
mentioned so<sup>me</sup>, to the sayd Fran : Wanewright, & John  
Fabines in the spetie aforesd, at the day & tyme aforesd/ In  
witness whereof, the Partys first aboue named to these psent  
Indentures Interchangeably haue sett y<sup>r</sup> hands & seales, the  
day & yeare first aboue written/

Sealed & delivered

Abra : Corbett (<sup>his</sup>seale)

In the psence of/  
Elyas Styleman/  
Jonathan Wade/  
James Pendleton/

A true Coppy of this Morgage transcribed & Compared  
with the Originall this 3 of Septemb<sup>r</sup> 1672 :

p Edw : Rishworth ReCor :

[123] This Indenture made the one & twentieth day of  
Aprill in the yeare of our Lord one thousand six hundred &  
seaventy, between William Palmer of Kittery husbandman,  
on the one Prty, & Peter Glanefejld of Portsmouth taylour,  
on the other Party, Witnesseth, that the sd William hath  
putt his daughter Rachell Palmer a child of three years & 3  
quarters ould, an Apprentise vnto the sayd Peter Glanefejld,  
& his wife, y<sup>r</sup> heyres executors & administrators, after the

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manner of an apprentice w<sup>th</sup> him, & her to dwell vntill the  
 sayd Rachell Palmer shall accomplish sixteen  
 yeares & one quarter Comeing from the day of  
 Palmer To the date hereof, & thence forward dureing & for  
 Glanfield the tearme & space of sixteen yeares & a quarter,  
 bee fully expired & Ended, dureing & by all w<sup>ch</sup> sayd  
 Tearme, the sd apprentice, her sd Maister & dame faithfully  
 shall serue, thejr secreats shall keepe Closse, there Comāds  
 lawfull shall Willingly do, hurt to her sd Maister & dame  
 shall not doe nor suffer to bee done, but to her pouer shall  
 lett or give her maister & dame tymely notice there of, & in  
 all things shall beare & behaue her selfe, both in words &  
 deeds/ & the sd Maister doth for him selfe & wife Covenant  
 & promiss to & with the sd William Palmer, & with Rachell  
 Palmer app<sup>n</sup>tice, dureing & by all w<sup>ch</sup> sd tearme, to find  
 his sd apprentice sufficient of meate drinke & apparell wash-  
 ing lodging, & all things fitting such an Apprentice, & to  
 bring her vp to reade sew & knitt with a reasonable measure  
 of Chatichisem<sup>t</sup> & at the end of her tyme to giue her double  
 apparell, one sujte for Lords days, & the other for workeing  
 days/ & the sd William Palmer In recompence of the care &  
 bringing vp of his daughter by the sd Glanefejld, doth hereby  
 giue grant bargane & sell, & doth by these psents acknowledg  
 to haue given, granted barganed & sould, aliened, assignd  
 sett ouer & Confirmed, vnto the sd Peter Glanefejld his  
 heyres executors administrators or assignes, a Prcell or  
 peece of Land contayneing twelue Acers, scituate lijng &  
 being, in a Cricke that runnes vp between the Land of Tho :  
 Spinny, & the sd Palmer, fronting vpon the sayd Cricke,  
 Twenty & foure pooles broad, & runeing backe into the  
 Land foure scoore pooles, by a little Riverlett that parts the  
 Land of Christopher Joyse, & Edward Clarke and the sayd  
 William Palmer, to bee layd out with meete butts & markes  
 on y<sup>e</sup> South side thereof, togeather with all the woods, vnder-  
 woods, trees ways paths, and passages, & all appurtenances &  
 priuiledges there vnto belonging and app<sup>r</sup>tayning to bee to the

onely vse & behoofe of the sd Peter Glandfejd, his heys & assignes for ever, with out any the lett hinderance, Molestation or trouble, of him the sd William Palmer, his heyres executors, administrators or assigns free & cleare from all form & other Gytts, grants Morgages sayles, or other Incomberances w<sup>t</sup>soever, & doe hereby promiss to defend the Title of the afore bargayed pmisses, vnto the sd Glanefejld his heyres executors or assigns, against all pson or psones w<sup>t</sup>soeuer, from by or vnder mee, laijng Clayme vnto the same; And here vnto I bind mee my heyres my executors & Administrators/ In witness whereof the sayd Wilt Palmer & the sd Peter Glandfejd to these p<sup>s</sup>ents, haue Interchangeby here to sett thejr hands & seals, the day & yeare first aboue writen/ 1670 :

Signd sealed & Deliuerd

William Palmer (<sup>his</sup> scale)

In y<sup>e</sup> p<sup>s</sup>ence,

of William Hutchinson/

Elyas Stylemā : Testes/

william Palmer acknowledged this Instrument to bee his free act & Deed/ second of May 1670 :

before mee Elyas Stylemā Commission<sup>r</sup>/

Bee It remembred that on the 23<sup>d</sup> day of May 1670 : the with mentioned Twelue Acers of Land, was layd out & bounded by the sayd Palmer, vnto the sayd Glandfejd, and Is as followeth/ It begines at the brooke with in mentioned, that parts the Land of the sd Palmer and Christopher Josse In part & Edward Clarke In part, & runnes vp by the side of the sd brooke, from the Mouth fluety two pooles to a hemlocke Marked on foure sides, & from thence about fourty poole on a South West lyne/ to a Hemlocke marked on foure sides, neare to the Edge of a little swampe & from thence vpon a West North West poynt, down to the Cricke side to a dead stumpe, & a redd Oake Marked neare a little Runne of Water, w<sup>ch</sup> is dry In the

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summer, & from that sayd stumpe & Redd Oake by the Cricke side, to the Mouth of the brooke or Runne whear it first began/ This was owned Consented to & agreed vpon by the abouesayd Prsons, the day & yeare first aboue written/ before mee Elyas Stylemā : Commissio<sup>r</sup>/

A true Coppy of these Indentures, & of this Instrument aboue written transcribed out of the originall this Eleauenth day of Septe<sup>br</sup> 1672 : p Edw : Rishworth ReCor :

June 25 : 1658 :

Know all men by these p<sup>s</sup>ents, that I Gregory Jefferys of Cape Porpus Yeoman, In Consideration of fiue pounds Sterlg : in hand Receiud haue barganed  
Jefferys  
To  
Pendleton
sould & granted vnto Cap<sup>t</sup> Bryan Pendleton three small Yslands, being & lijng at Cape Porpus, being the very next Yslands, vnto that w<sup>ch</sup> the sayd Bryan formerly bought, & John Bush as his Tenant doth now possess, the w<sup>ch</sup> Yslands are thus distinguished, vidz<sup>t</sup> the folly Ysland, being the middlemost of the three, lijng on the Westerne side of the Mayne Harbour/ The Goate Ysland lijng on the Easterne side of the aforesayd folly Ysland/ & greene Yland, lijng next to y<sup>e</sup> sd Bryan Ysland/ all w<sup>ch</sup> the aforesd three Yslands, I the aforesayd Gregory haue sould made ouer & Confirmed to the sayd Bryan his heyres & assignes for euer/ to haue & to hould & quietly to possess, & Inioy as his own just right & title/ In witness w<sup>ro</sup>f I haue sett my hand & seale, this Twenty fifth of June fifety eight/

Signed sealed & Delivered/

In p<sup>s</sup>ence of us/

Sheth Fletcher/

Edw : Goodenow/

The marke of

Gregory Gefferys (<sup>his</sup> seal)

the marke of 

Mr Seth Fletcher doth Attest vpon his oath, that this was the Act & deed of Gregory Jefferys taken before mee 10<sup>th</sup> Septemb<sup>r</sup> 72 :

Edw : Rishworth Assotiate/

A true Coppy of this Instrument transcribed out of the  
originall & there with Compared this 11<sup>th</sup> Septeb<sup>r</sup> 72 : before  
mee Edw : Rishworth ReCor :

To all people to whome these þsents shall come/ I Eliza-  
beth Harvy of Falmouth in Cascoe bay Widdow Send greete-  
ing ; Know yee that I the sd Elizabeth Harvy for an in con-  
sideration of the naturall affection, & loue w<sup>ch</sup> I haue &  
beare vnto my beloued sunn Natha<sup>l</sup> Mittine, & alsoe for the  
Compleating of his full portion of fourty pounds, left him by  
his father Michell Mittine deceased, as alsoe for diverse  
[124] other good causes & Considerations, mee here vnto  
moueing, haue given & granted, & by these þsents doe giue

Harvy  
To her Son  
Mitten

grant & Confirme vnto the sayd Natha<sup>l</sup> Mitting,  
a Certen Prcell of Land lijng & being in Casco  
Bay, neare the house of Michaell Mittine, de-  
ceased, bounded as followeth ; To begine at the  
end of the Corne feild, that lyeth about South West from  
the house, & from thence vp along the River vnto a great  
Pine tree, being the furthest bounds mentioned in a deed  
from Mr Geo : Cleue to my husband, Michaell Mitten,  
deceased, & from the sd Corne feild to the sayd pine tree  
to Runn between the North & West through the Necke an  
æquall breadth to the extent of my bounds to y<sup>e</sup> Long  
Marsh, with all the woods trees & priuiledges, w<sup>soeuer</sup>  
therevnto belonging, & alsoe a pcell of Marsh ouer against  
the sd house, being all y<sup>e</sup> Marsh called the Ysland Marsh, &  
all the Marsh in barbury Cricke/ to haue & to hould the sd  
Tracts of Land with all the priuiledges, y<sup>vnto</sup> belonging,  
vnto the sayd Natha<sup>l</sup> Mitting his heyres executors adminis-  
trators & assignes, to his & y<sup>r</sup> owne proper vses, & behoofs  
for ever, freely or quietly, with out any matter of Challenge  
clame or demand of mee the sayd Elizabeth Harvy, or of  
any Prson or Prsons w<sup>soeuer</sup> for mee in my name, by my

cause meanes or procurement, & with out any money or other things y<sup>r</sup>fore to bee yeilded payd or done vnto mee the sayd Elizabeth Harvy, my executors administrators & assignes, only if any high rent to any bee to bee payd, then to bee payd by y<sup>e</sup> sd Nathanjell & his for euer/ further Know yee that I the sayd Elizabeth Harvy haue putt y<sup>e</sup> sd Nathall In quiett possession of the Prmises/ In witness w<sup>o</sup>f I haue here vnto sett my hand & seale, this 27: day of July: 1672:

The marke of Elizabeth

Signed sealed & Deliverd In the  
psence of us/ George Ingersoll/  
John Allicett his marke

Harvie/  (her seal)

Geo: Ingersoll Senjor & John  
Allicett made oath this 27:

A true Coppy of this Instrum<sup>t</sup>  
transcribed out of the origi-  
nall & there with Compared  
this 13: Sep<sup>er</sup> 1672: p

Edw: Rishworth ReCor:

of July: 1672: that they  
saw Mis Elizabeth Harvy,  
signe seale & deliuer this  
about Instrument to the vse  
of Nathall Mittine as her  
Act & deed before mee

George Munioy Assote:

Know all men by these Prsents that I William Phillips of  
Saco River In the province of Mayn In New England, for  
diverse good Causes & valewation Considerations, but more  
espetially for & in Consideration of fourty pounds in hand  
received of Mr Richd Hitchcock of the same place & pro-  
vince, haue given granted barganed & sould, & by these  
psents haue given granted barganed & sould alienated  
Enfeoffed & Confirmed vnto the sayd Hitchcocke his heyres  
executors administrators & assignes, Certen tracts & Prcells  
of Lands as Marsh & vpland lijng & being  
bounded as followeth, to say the house lott on  
w<sup>h</sup> the sd Hitchcocks house now stands, that  
being out of any other lease or deed/ Alsoe tenn

W<sup>m</sup> Phillips  
To  
Ric<sup>d</sup> Hitchcock

Acers of Wood Land, liſing & being ſcituatē on the Weſtward end of the Lands of Mr Fran : Hooke, Mr Geo : Pearson & Jo<sup>n</sup> Sargeants/ alſoe a peece of Maſh liſing by Ducke pond, formerly Called by the name of Williams his Maſh/ alſoe a peece of Maſh & vpland known by the name of Battens Yſland, w<sup>ch</sup> the Towne of Sacoe gaue mee/ alſoe a Tract of Maſh, & a Necke of vpland, liſing on the Weſt ſide of the little River, in Cape Porpus bounds, which William Scadlocke formerly poſſeſſed/ to haue & to hould the ſayd Lands, & euery Prcell thereof, with all growth & Growths & appurtenances there vnto belonging for ever, freely & Clearly acquitted, exonerated, & diſcharged off & from all manner of Morgages ingagements or Incomberances w<sup>so</sup>uer; Alſoe I the ſayd William Phillips for my ſelfe my heyres executors administrators & assignes, doe warrant ſaue & keepe harmeſſe the ſd Mr Ric : Hitchcocke, his heyres, executors, Administrators off & from any Prſon or Prſons that ſhall lay any Clayme, Right title, or Interest to the Land or Lands, vpland or Maſh, or any Part or Prcell there of, from by or vnder mee thrōgh any Prtences w<sup>so</sup>uer/ for the true Confirmation of the ꝑmiſſes, I haue with Bridgett my wife ſubſcribed our hands & ſeales the twenty ſecond day of July one thouſand ſix hundred ſixty eight, & in the nineteenth yeare of the Reign of our Sovereign Lord Charles by the grace of god King of England Scotland France & Ireland, Defend<sup>r</sup> of the faith/

Signed Sealed & Delive<sup>rd</sup>

William Phillips (<sup>his</sup> ſeale)

in ꝑſence of us/

Bridgett Phillips (<sup>her</sup> ſeale)

Nath<sup>n</sup> Phillips/

Majo<sup>r</sup> William Phillips doth acknowl-  
edg this Instrument with in written  
to bee his free Act & Deed this 14<sup>th</sup>  
of June : 73 : before mee

Sarah Haaly/

her  marke/

Edw : Rishworth Aſſo<sup>fe</sup>/

A true Coppy of this This Instrument tranſcribed out of  
the originall & there with Compared this 5<sup>th</sup> of Octob<sup>r</sup> 1672

p Edw : Rishworth ReCor :

BOOK II, FOL. 124, 125.

Bee It known vnto all men by this Prsent, that I William Scadlocke doe sell vnto Arther Wormestall, all my right & title I haue in that Marsh w<sup>h</sup> was given mee by the Townesmen of Sacoe, lijng on the North East side of the little River, by my house from y<sup>e</sup> great Rocke in the sayd Marsh to the River, & down to the sea side contayneing twelue acers or thereabouts, bee It more or lesse to him and his heyres for euer, for & in Consideration of full satisfaction of all those Legacys bequeathed to him & his wife & children, my father William Scadlocks last Will & testament of Marsh & Land w<sup>h</sup>soever / & to the peaceable Inioyment & quiett possession here of, I the sayd William do bind my selfe my heyres executors administrators & assignes to him the sayd Arther Wormestall, & his heyres for ever, from mee or any by my meanes In the some of fourty pounds forfiture vpon the breach of this agreement by Claymeing any title there vnto / Witness my hand & seale this second day of July 1664 :

In Prsence of Robert

William Scadlocke (<sup>his</sup>seale)

Booth / Jo<sup>n</sup> Sargeant his

Marke / 3

A true Coppy of this Instrum<sup>t</sup> transcribed & Compared p the originall this 8<sup>th</sup> d : of Octob<sup>r</sup> 1672 : p Edw : Rishworth ReCor :

These psents Witnesseth, that I william Phillips of Sacoe, for & vpon good Considerations grounds & causes mee moueing y<sup>v</sup>nto, doe giue grant bargane & sell vnto Arther Wormestall of the same, a Prcell of vpland w<sup>h</sup> is bounded vpon the Easterne side with y<sup>e</sup> Marsh of Mr Thomas Williams & soe doth runne vp by the edg of the aforesd Marsh [125] vnto the next brooke vnto the Cricke, that is Co<sup>m</sup>anly Called by the name of Otter Cricke, & abutteth at the bridg

of the aforesd brooke vpon the vpland of the aforesd Williams, whose land runneth North West & South East; On the Western side this Land is bounded by & with the feild & fence of Ric: Hitchcocke, runeing down vpon that lyne vnto a pine stumpe, that standeth neare the Marsh, that is vpon the Souther side of it, & vpward into the Woods, vpon the oposite Lyne to a great whitte Oake stumpe, & soe along vp till it meete with the aforesd North West & South East lyne. The w<sup>ch</sup> gyft grant bargan & sayle the sayd Wormestall his heyres executors, administrators, & assignes, shall by vertue here of hould order & dispose of according as

W<sup>m</sup> Phillips  
To  
Arth<sup>r</sup> Wormestall  
vnto him or y<sup>m</sup> shall seeme meete for ever; with all messages Cotages, priuiledges & appurtenances, that is any way or in any thing with in or belonging vnto the cercumference compass & extreame extent of y<sup>e</sup> aforesd Tract: & Where as there is a little Low place, y<sup>t</sup> in some seasons is Convenjent for the watering of Cattle, w<sup>ch</sup> place abutteth vpon the aforesd Wormestalls fence, next the Woods w<sup>ch</sup> place contayneth the quantity of halfe an Acer of ground, more or lesse, It is Joyntly agreed vpon by the aforesd Phillips, & Wormestall, that the sd Wormestall him & his may for euer dispose of the same, as vnto him or them shall seeme most meete, & by way of acknowledgm<sup>t</sup> of all the aforesd Prmisses, the sayd Wormestall doth Ingage for him selfe, & all his here in Concerned, to pay or Cause to bee payd vnto the aforesd Phillips, or his, one pepper Corne Annally, if the same shall bee Legally demāded by him or them/ In & for the Confirmation of all w<sup>ch</sup> pmisses vnto the aforesd Wormestall & his, I the sayd Phillips doe bind & Ingage my selfe, my heyres, executors, Administrators & assignes by my hand & seale this first day of Octobr 166j:

Sealed & Delivered in the

Willia<sup>m</sup>: Phillips (<sup>his</sup>seale)

psence of, Robert Pateshall/

Robert Booth/

Vera Copia transcribed & compared

by the originall this 8th day of Octobr 1672:

p Edw: Rishworth ReCor:

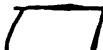
Know all by these p<sup>s</sup>ents that Thomas Williams of Winter Harbour, for diverse good Causes & Considerations him y<sup>r</sup> vnto moueing, doth giue grant Enfeoff & Confirm<sup>e</sup>, & by this p<sup>s</sup>ent deed, hath given granted Williams To Wormestall enfeoffed & Confirmed vnto Arther Wormestall of the sayd Winter Harbour, halfe y<sup>t</sup> Message or tenement scituate lijng & being at Winter Harbour, afore-sayd, the whoole Contayneing one hundred & twenty Acers, of Land, vpon part w<sup>o</sup>f the sayd Williams doth at y<sup>e</sup> Prsent Inhabitt, the which part and Prcell of Land, that is hereby barganed and sould vnto the sayd Arther Wormestall, is fully expressed as followeth, according to the bounds, that is here in declared, vidz<sup>t</sup> of the planted or planting fejl<sup>d</sup>s, y<sup>t</sup> fejl<sup>d</sup> or these fejl<sup>d</sup>s that are or may bee hereafter, vpon the North East side deuided, with a lane from high water marke vp into a peece of Land, that is fenced in & made vse of, for a Calfe pasture, & of the aforesayd Calfe pasture the sayd Wormestall is to haue, and is hereby Confirmed vnto him, one halfe part both of good & bad there off/ the bad w<sup>h</sup> is swampe, lyeth next vnto John Laytons lott, soe Called & tearmed, & of the good that lyeth next vnto the house y<sup>t</sup> was bujlded by John Ellsone: Alsoe the NorthEasterly part of that vpland, aboue the sd house, from the Corner of the payles vp into the swampe, the w<sup>h</sup> vpland on that side next the house hath a red oake tree marked, & on the other side there of, a great stumpe of an oake marked alsoe/ & about thirty poole breadth, of the Woodland on the South East side of Ashen brooke, or dyrtty brooke, being the next brooke to walter Mares brooke/ & another diuission next to it, on the North West side of that brooke, in breadth to Walter Mayrs Cornefejl<sup>d</sup> corner, ouer the sayd Mars brooke, on the North West side, & by all that breadth to runne vpon a West South West lyne, right through the sayd lott, to the South West lyne, or lott w<sup>h</sup> was John Laightons: And halfe a pond or swamp at y<sup>e</sup> Southwardly corner of the woodland, w<sup>h</sup> a Prcell of Marsh lijng below, between the flatts, & Ric: Hitchcocks, Corne fejl<sup>d</sup>, with the halfe of that Marsh lijng

vpon the Northerly side of y<sup>e</sup> sayd Wormestalls house, that hee now inhabitts in, the w<sup>h</sup> part & Prcell of Marsh lijeth next to y<sup>e</sup> sd house, lijng between it & Wallsingham Chellsons, house or Marsh/ all w<sup>h</sup> pmisses the sayd Wormestall shall hereby haue & hould, with all app<sup>t</sup>enances & priuiledges y<sup>v</sup>nto belonging, him his heyres executors Administrators & assignes for ever: paijng vnto the Lord of the Land, or his Assigns, two days worke annually, if it bee lawfully demanded; And w<sup>as</sup> there is a Certen Prcell of Marsh, otherwise Called Meddow, the w<sup>h</sup> Meddow lijeth to y<sup>e</sup> Southward of the Mill, being bounded on the one side with the sea banke, & a pond with in it Co<sup>m</sup>anly called & tearmed by the name of ducke pond, & the vpland opposite ynto the aforesd sea Wall, the w<sup>h</sup> meddow is & hath been taken away from the sd Williams & John Ellson, by Mr William Phillips, who now Inhabieth at y<sup>e</sup> Necke of Land by winter Harbour; The sayd Williams doth hereby bind him & his, vnto the sayd Wormestall & his, that w<sup>n</sup> either hee or they shall thinke or Judg it a conuenient tyme w<sup>n</sup> to sue & try for the recovery of y<sup>e</sup> same they shall Consent & pceede in euery thing, & case beareing an æquall Charge in the seekeing of the recouery, & regayneing of the same; And w<sup>as</sup> in these pmisses there is a certen swampe Contayned, y<sup>t</sup> is Incompassed by y<sup>e</sup> Land, [126] of the sayd Williams, onely letted by the Lyne of John Leightons lott, the w<sup>h</sup> swamp lyeth aboute the aforesayd Calfes pasture, It is agreed by both these Partys, that It shall ly for both y<sup>r</sup> benefitts, with out any devisaion of the same/ In witness whereof the sayd Williams hath sett his hand & seale in the behalfe of him selfe heyres executors Administrators & assignes, this foureteenth of June in the foureteenth yeare of y<sup>e</sup> Reign of our dread Soueraign Charles the 2und, Anno Dom<sup>i</sup>: one thousand six hundred sixty & two/

Subscribed, sealed, & Deliuied/

Thomas Williams

In the Prsence of us/

his Marke  (his seale)

Seth Fletcher/

Richard H Hitchcocke/

Bee It known further vnto whomsoever It may Concerne,  
 that the sayd Thomas Williams doth Covenant & promiss  
 for him selfe his heyres executors Administrators  
 & assignes, binding him selfe for him & them, In  
 y<sup>e</sup> full & Just some of Thyrtie pounds Sterlg, that the sayd  
 Arther Wormestall his heyres, executors Administrators &  
 Assignes, shall peaceably hould and Inioy the sayd demised  
 p<sup>r</sup>misses, with euery part & Prcell thereof, without any lett  
 or disturbance of the sayd Williams his heyres, executors  
 Administrators & assignes, or any other pson by his or thejr  
 meanes or procurement/ In witness w<sup>o</sup>f, the sayd Williams  
 hath sett his hand & seale, this Twenty third of June  
 sixty two/

Tho :  Williams (<sup>his</sup>seale)

Acted accordingly in the psence of/

Seth Fletcher/ & Jo<sup>n</sup> Spur/

A true Coppy of the Deede aboue written, & of the other  
 Instrument vnder written, transcribed out of the originalls  
 & there with Compared word for word this 9<sup>th</sup> day of Octobr  
 1672 : p Edw : Rishworth ReCor :

This psent Indenture witnesseth that I Robert Booth of  
 Sacoe Senjo<sup>r</sup>, for good cause & Consideration mee y<sup>r</sup>vnto  
 moueing, doe give grant & Confirme vnto my  
 sun Symon Booth a certen Tract of land lijng &  
 being in Winter Harbour of Sacoe, aforesd, at  
 the head of Ralph Trustrums Marsh, aboue my Mill/ Namly  
 his Corne feild w<sup>o</sup>n his dwelling house now standeth, & a  
 peece of Pasture ground adioyning to it, on the North East  
 side, Contayneing in all six acers of ground, or there abouts  
 bee It more or less, as It is now fenced ; To haue & to hould  
 with all the appurtenances there in Contayned, to him & his  
 heyres for euer : with out any molestation of mee my heyres,  
 executors, or Administrators, or Assignes/ In witness here

Booth  
 To his Son

BOOK II, FOL. 126.

of I haue sett two my hand and seale this 26: day of  
August: 1672:

Sealed & Delūed in þsence/ Robert Booth (<sup>his</sup> seale)  
Nathll Maysterson/

Arther Wormestall/ Robert Booth Senjo<sup>r</sup> appeared  
before mee this 27<sup>th</sup> of Septeb<sup>r</sup> 1672: & acknowledged this  
Instrument to bee his Act & Deede/ Bryan Pendleton

Assofe

A true Coppy of this Instrum<sup>t</sup> transcribed & Compared by  
the originall this 9th day of Octob<sup>r</sup> 1672: p Edw: Rishworth  
ReCor:

Octob<sup>r</sup> 15: 1672

Kittery Snr<sup>r</sup>  
To Wincoll

Layd out vnto John Wincoll his Grants of  
Two hundred Acers of Land Adioyneing to  
Andrew Searls Grant of Land, beginning at y<sup>e</sup> Great River  
side, & runneing from thence into the Woods two hundred  
sixty & eight pooles In length, North East & by North/ It  
being on both sides the Little River, & In breadth one hun-  
dred Twenty and eight Rodds the eight Rodds ouer plus  
being allowed for high ways/ John Wincoll  
Thom: Wills Survey<sup>r</sup>

vera Copia as compared w<sup>th</sup> y<sup>e</sup> originall this 16: Octob<sup>r</sup>  
72: p Edw: Rishworth ReCor:

Octob<sup>r</sup> 15: 1672:

D<sup>m</sup>  
To Geo:  
Broughton

Layd out vnto Mr Geo: Broughton one hun-  
dred Acers of Land, Joyneing to John Wincolls  
Land, beginning at the great River side aboue  
the Salmon falls & runneing In length from the sayd River  
two hundredsixty foure pooles, North East & by North/ &  
In breadth sixty foure pooles/ the foure pooles ouer plus in  
the breadth, being allowed for high ways/

John Wincoll  
Tho: Wills Survey<sup>r</sup>

BOOK II, FOL. 126, 127.

A true Coppy compared with y<sup>e</sup> original this 16 : 8 : 72 :  
p Edw : Rishworth ReCor :

Octob<sup>r</sup> 15 : 1672 :

D<sup>no</sup> To Jn<sup>e</sup>  
Broughton

Layd out vnto Mr John Broughton, one hundred Acers of Land Adioyneing to Mr Geo : Broughtons hundred Acers of Land, begining at the side of the Great River, & runneing from thence into the Woods, two hundred sixty four pooles, North East & by Nore, in length, & In breadth sixty foure pools the foure pooles ouer plus being allowed for High Ways/

Jo<sup>a</sup> Wincoll      Survey<sup>n</sup>  
Tho : Wills

A true coppy compared w<sup>h</sup> y<sup>e</sup> originall y<sup>e</sup> 16 : 8 : 72 :  
p Edw : Rishworth ReCor :

Octob<sup>r</sup> 15 : 1672 :

D<sup>no</sup> To Eliz<sup>e</sup>  
Broughton

Layd out vnto Elizabeth Broughton her Grant of one hundred Acers, next Adioyning to her brother Jn<sup>e</sup> Broughtons, hundred Acers, & runneing in length from y<sup>e</sup> great River Two hundred sixty pooles, North East & by Nore, & In breadth sixty foure pooles, the foure pools ouerplus being allowed for an high way/

John Wincoll      Survey<sup>n</sup>  
Tho Wills

vera copia Transcribed & Compared by y<sup>e</sup> originall this  
16 : 8 : 72 : p Edw : Rishworth ReCor :

[127] This Indenture made the Twenty first day of Octob<sup>r</sup> In the yeare of our Lord God, one thousand six hundred & seaventy, & In the twenty second yeare of our dread


Soveragne Charles the second of England Scotland, France & Ireland, King, Defend' &c : between Ann Sanders executrix, vnto the last will & testament of her lately deceased husband, John Sanders Senjo' of Cape Porpus, In the County of Yorke of New England, & at this Prsent vnd' the Coṃand of the Massatusetts, togeather with the free & full Consent of Thom' Sanders, Elldest sunn & heyre vnto the aforesayd John Sanders deceased, on the one Prty, & Andrew Alger of the aforesayd place on the other Prty, Witnesseth ; That y<sup>e</sup> sayd Ann & Thomas Sanders, for & In consideration of the some of seaven pounds Sterlg : to her in hand payd before the Ensealeing & Delivery of these p'sents, by the sayd Andrew Alger, w<sup>of</sup> these Ann & Thomas Sanders, doth acknowledg y<sup>e</sup> receipt & y<sup>of</sup> & of every part & Prcell there of doe clearly acquitt, & discharge the sayd Andrew Alger, his heyres & assignes, & every of them for ever : by these p'sents, hath given granted barganed sould, aliened Infeoffed, & Confirmed, & by these Presents doth fully Clearly & absolutely giue, grant bargain sell, alien Infeoff, & Confirme vnto the sayd Andrew Alger his heyres & assignes for euer, a Certen Tract of vpland to the quantity of one hundred Acers, being & lijng in & at Cape Porpus aforesd, between the Lotts of Symond Bussy, & of Nicho : Coole, now In the hands & possession of Mr Francis Johnson of Boston, the w<sup>h</sup> hundred acers of vpland to begine at the two aforesd Prcells of ground, In the breadth of fuety pooles, shall & doth runne vp into the Countrey, vpon a due North West lyne vntill y<sup>e</sup> aforesd Tract of one hundred acers bee fully terminated & Ended : & alsoe all & Singular Deeds evidences, Records & Instruments, touching & concerneing the aforesd barganed p'mises & every part & Prcell thereof, that the sayd Ann & Thomas Sanders hath left to y<sup>m</sup> by the aforesayd deceased Sanders ; To haue & to hould the aforesd Tract of Land with all its appurtenances, & priuiledges y<sup>to</sup> app'tayneing & belonging, vnto the sd Andrew Alger, his

Sanders  
To  
Alger


Book II, Fol. 127.

heyres executors administrators & assignes for ever, & alsoe  
y<sup>t</sup> hee the sayd Andrew Alger, his heyres executors &  
assignes, shall & may from hence forth peaceably Inioy,  
quietly haue, hould vse occupy, & possess the aforesd Tract  
of Land, with out the lett Interruption, or Contradiction of  
the sd Ann or Thomass or any other pson or psons Clayme-  
ing from by or vnder her him or them or any of them, or by  
her his or thejre meanes, right title, Consent privity or  
pcurement/ In witness where of the aforesayd Ann &  
Thomas, do hereby bind & tye them selues thejre heyres exe-  
cutors Administrators & assignes firmly by these psents,  
setting two y<sup>r</sup> hands & seals the day & yeare aboue written/  
Signed sealed & Deliverd


In the psence of us/

The marke of 


Ric : Palmer

The marke of 

Jo<sup>n</sup> Buckeland

The Marke of  (her  
seale)

Ann Sanders

The marke of  (his  
seale)

Tho : Sanders

Richard Palmer appeared before mee & made oath, that  
hee did see the Widdow Sanders & Thomas Sanders, signe  
seale & deliver this Instrument vnto Andrew Alger accord-  
ing to tearms with in expressed/ this Attest was the 15<sup>th</sup> of  
August 1672 : before mee Bryan Pendleton Assotiate/

A true Coppy of this Deed or Instrument with in written,  
transcribed out of originall & y<sup>r</sup> with Compared this 27<sup>th</sup>  
Octob<sup>r</sup> 1672 : p Edw : Rishworth ReCor :

Bowry's Bond  
To  
Lockwood

Know all men by these Prsents, that I John  
Bowrey of Wappine In the County of Middlesex,  
Marriner : doe acknowledg my selfe to ow & bee  
Indebted, vnto Cap<sup>t</sup> Richd Lockewood of Kittery, in the  
Province of Mayn, the some of six pounds sixteen shillings

& 10<sup>d</sup>/ to bee payd the 20th of May next/ In testimony w<sup>of</sup>  
I haue sett my hand this twenty eight day of June (j666)

John Bowrey/

To bee payd In Current money of New England/

Joseph Penwill/


John Bowrey/

John Davess/ Cap<sup>t</sup> John Davess doth Attest vpon his  
oath this this bill or Instrument aboue  
written was the Act & Deede of John  
Bowrey/

Taken this 16 : of Decemb<sup>r</sup> 1672 : before  
mee Edw : Rishworth Asso<sup>te</sup>

Received this 18<sup>th</sup> day of Decemb<sup>r</sup> 1672 : of Geo : Pearson  
of Boston the some of fourty pounds being the  
last payment for a house & land sould the sayd  
Pearson, li<sup>ng</sup> & being in Jeremesequems bay  
neare Kennebecke, & is in full payment of all  
bills bonds reckoings Accop<sup>th</sup> w<sup>th</sup>soeuer, from the begining  
of the world vnto this day, as witness my hand the day &  
yeare aboue mentioned/

Witness

John Miller his   
marke

Samuell Wheelwright/

John Davess/

Samuell Wheelwright appeared  
before mee the 20<sup>th</sup> of Decemb<sup>r</sup>  
1672 : & Attesteth y<sup>t</sup> hee was  
psent, & see John Miller sett  
two his marke as aboue sayd,  
& Delivered it as his Act &  
Deed, & is a Witnes herevnto  
Annexed/ Wi<sup>th</sup> : Hamonds

Comissio<sup>r</sup>

vera Copia of this Receipt aboue written transcribed out of  
the originall y<sup>e</sup> 30<sup>th</sup> Decemb<sup>r</sup> 72 : p Edw : Rishworth ReCor :

Know all men by these Prsents that William Howldridg Senjo<sup>r</sup>, & William Houldridge Junio<sup>r</sup>, doe by these Prsents bind them selues Joyntly & severally to pay vnto Thomas Holms Twelue pounds In good M<sup>c</sup>chable pine boards, or M<sup>c</sup>chantable staues, or any M<sup>c</sup>chañble goods, & the sayd Holms to haue his Pistolls agajne, onely the sd  
 2 Howldridges  
 Bond  
 To  
 Holms  
 Holms to pay two thirds of the Costs in mending & stockeing of them sufficiently, this being the full of all Accopts between the aboue sd William Howldridge Senjo<sup>r</sup> & Howldridge Junjo<sup>r</sup>, & all other Accopts to bee voyd & of none æffect, from the begiñing of the world to the date hereof; further the aboue sd boards or goods to the some aboue written is to bee payd by the aboue sd Howldrige, vnto Thomas Holms at or before the last of July next Insewing, but If the sayd Howldridge Junjo<sup>r</sup> shall worke with sd Holms, why y<sup>n</sup> the sd Holms is to pay vnto him fuety shillings p Moenth, & for the Prformance of the sd Ingagem<sup>t</sup> the sd Wilt: Houldridge Senjo<sup>r</sup> & Junjo<sup>r</sup>, doe bind them selues thejr heyres or assignes, to pay vnto Tho: Holms his assignes, & herevnto Interchangably sett their hands this 15<sup>th</sup> of Janvary 167½

[128] All Accompts to bee voyd, & of noe æffect vnless the sd Holms shall receiue any dañage, by a Covenant that was made of a quantity of planke, If the sd Holms shall receiue any dañage, the sd William Holdridge is to pay the one halfe of the Dañage, & the goods to the valew of the Totall sume aboue written, to bee payd In Pischataq River, at witness our hands at price current/

The marke of ✕ William Houldridg Senjo<sup>r</sup>

The marke of ✕ William Houldrige Junjo<sup>r</sup>

Testes/

John Davess

John Penwill/

Cap<sup>t</sup> John Davess & John Penwill, doe

Attest vpon their oaths, that this Instrum<sup>t</sup> aboue written, was the Act & Deede of Wilti: Houldridg Senjo<sup>r</sup>, & William Houldridge Junjo<sup>r</sup>/ Taken before mee this 3d of Decemb<sup>r</sup> 1672:

Edw: Rishworth Assofe/

This Instrument aboue written with y<sup>e</sup> Attests transcribed  
out of the originall & there with Compared this 3d day of  
febru : 72 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Andrews for  
& in Consideration of tenn pounds in hand payd mee by  
Thomas Traffton now of yorke, doe by these Prsents alien &  
sell vnto Tho : Traffton, his heysr executors, administrators  
or assignes, two acers of Marsh scituateing &  
Andrews To lijng neere to Christopher Michells outward  
Traffton Marsh & Joyneing to it, being a Necke of  
Marsh, w<sup>ch</sup> necke I the sd John Andrews, doe

Ingage if it bee not two Acers to make it vp next & adioyne-  
ing to Itt, & for & in consideration of the abouesd some of  
tenn pounds I the sd John Andrews do by these psents bar-  
gan & sell vnto the abouesd Thomas Traffton his heysr  
executors & administrators, & assignes for euer, as his & y<sup>r</sup>  
proper estate, to haue & to hould the sd Marsh, with out  
any lett or Molestation either by mee my heyres, executors,  
administrators or assignes, or any by or vnd<sup>r</sup> vs, or any one  
of us, with warrantie from all other whatsoever, from the  
begining of the world to this day : And further I the sd John  
Andrews doe by these Prsents declare & testify, that y<sup>e</sup>  
sayd Marsh is my own proper right, & that It is free from  
all Claym<sup>r</sup> w<sup>t</sup> soeuer, both of Morgages, & any kind of  
Alienation w<sup>t</sup> soeuer ; to the treuth & testimony of all w<sup>ch</sup>,  
I haue together with my wife sett our hands & seals, this  
7th of Janv : 1672 :


Signed sealed & Delive<sup>d</sup>


In the psence of us,

Fran : Hooke/

Moses Mavericke/

The marke of John

Andrews  (his  
seal)

Margerett Andrews her  
marke  (her  
scale)

John Andrews appeared before mee  
11 : Janv : 72 : & owned this In-  
strum<sup>t</sup> aboue written to bee his  
Act & deed before mee

Edw : Rishworth Assote/le

BOOK II, Fol. 128.

Joane Attwell & Margerett Andrews, doe own this Iustrvm<sup>t</sup> to bee y<sup>r</sup> Act & Deeds before mee this 30th of Janva : 72 : Edw : Rishworth Assofe/

A true Coppy of this Instrument aboue written, with y<sup>r</sup> Attests y<sup>r</sup> vnto, transcribed out of the originall, & y<sup>r</sup>with Compared this 16 : febru : 1672 : p Edw : Rishworth ReCor :

Know all men that I Walter Barefoote, doe acquitt & discharge ffran : Morgan, from all debts dues & demands, in bookes bills & demands, which Wee haue dealt for as witness my hand, this 2und of Octobr : 1668 : Walter Barefoote/  
Testes Ephraim Lynn/

Daniell Spregg his vera Copia transcribed out of the  
marke/ S ofiginall p Edw : Rishworth  
ReCor :

W<sup>r</sup>as the Town of Kittery granted vnto George Veasy (then of the same Town fiuety acers of Land, as by thejr grant beareing date the eleaventh of Decemb<sup>r</sup> 1662 : more amply appeareth : And w<sup>r</sup>as the sd Geo : Veasy, In the yeare 1664 : sould the sayd Land vnto John Wincoll of the sd Town of Kittery in the County of Yorke, for the some of Thyrty pounds Sterlg : w<sup>ch</sup> the sd George Veasy then received of the sayd John Wincoll to full Content & satisfaction/ Now know all men by these Prsents, that the sayd  
George Veasy, & Mary his wife for the Consideration abouesd, hath absolutely given granted  
barganed sould aliend Infeoffed & Confirmed, &  
doth by these Prsents for them selues thejr  
heyres executors, & administrators, giue grant bargane sell aliene Infeoffe & Confirme vnto the aforesd John Wincoll the aforesd fiuety Acers of Land as It is scituate & lijng in

Veasy  
To  
Wincoll

the Town of Kittery aforesd, & bounded on the South East, with the Land of the sd John Wincoll, & on the South West, with y<sup>e</sup> River that Deuid<sup>e</sup> the Townshipp of Dover & Kittery, & on the North West with the Land of Clement Shortt, & on the North East with the Co<sup>m</sup>ones, to haue & to hould to him the sd John Wincoll, his heyres, executors, Administrators & assigns for euer, togeather, with all & singular the appurtenances priuiledges & Commoditys, in any wise belonging there vnto, & the same to warrant & Defend against any Prson or Prsons laijng Clayme there vnto, or to any part or Prcell there of, by from or vnder the sayd Geo : Veasy & his wife or either of them, and for Confirmation of the Premisses, the aforesd George Veasy & Mary his wife, haue herevnto sett thejr hands & seales, this eight & Twentieth day of ffebru : In the yeare of our Lord one thousand six hundred seventy & two

Signed sealed &

George Veasy (<sup>his</sup><sub>seale</sub>)

Delivered in the

Mary Veasy (<sup>her</sup><sub>seale</sub>)

Prsence of us/

This Instrument aboue written was acknowledged, to bee the Act & Deed of George Veasy & Mary his wife before mee this 28 day of february 1672 :

Jabez ffox/

William Hukeley/

Roger Playstead Assotiate/

vera Copia, of this Deed or Instrument aboue written transcribed out of the originall, & there with compared this 8<sup>th</sup> day of March, 1672 : p Edw : Rishworth Re : Cor :

Know all men by these Prsents, that I Thomas Withers of Kittery In Pischataq River Yeamon, for & in consideration of the full & Just some of Twenty foure pounds fueteen shillings, w<sup>o</sup>f foureteen pounds fueteen shillings, being a Judgment

Withers  
To  
Hoole

granted vnto Mr John Hoole, at a County Court held at Yorke July 1671: wherewith [129] the sayd Thomas Withers is fully satisfyd, contented & payd by these Presents, hath granted barganed & sould, aliened Infeoffed Conuayed, released assured delivered & Confirmed, & by these Presents doth giue grant bargane & sell aliene Infeoffe, conuay release assure deliver & Confirme, vnto the sayd John Hoole his heyres & assigns all that Tract peece or Pcell of vpland and swampe scituate lijng & being in Spruse Cricke, being by estimation about seauenty Acers more, or lesse & is bounded as followeth; vidz<sup>t</sup> by the Land of the sd John Hoole, and from the Corner there of West Thyrty two rodde, to the head of a small Cricke, and thence Southwardly fuety & two Rodds by the Cricke side to a small brooke to a Corner, thence South East, one hundred Rodd to a tree marked, & North East to y<sup>e</sup> South Lyne of the sayd Hooles Land; And alsoe all the right title Clayme and demand whatsoever of him the sayd Thom<sup>s</sup> Withers, of in & tow the sayd Tract peece or Pcell of vpland & swampe given, granted, & barganed as abouesayd, and of in & vnto every or any part or Pcell thereof, and all Lybertys priuiledges & appurtenances whatsoever of him the sayd Thomas Withers, of in & to the sayd Tract of Land belonging or in any wise appertayneing/ To haue and to hould the sayd Tract peece or Pcell of vpland, & swampe soe bounded, & all Lybertys, priuiledges, & appurtenances whatsoever, vnto the sayd John Hoole, his heyres & assigns for euer, to the soole & onely vss benefitt & behowfe of the sayd John Hoole, his heyres & assignes for ever, & to & for noe other vss Intent or purpose whatsoever freed and acquitted, & discharged from all Incomberances, whatsoever heretofore had made or done, or hereafter to bee had made or done, as alsoe from all dowrys, or titles of Dowrys, from Jane the now wife of the sd Tho: Withers, & from thejr heyres executors, administrators or Assigns or either of them/ In wit-


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ness where of the sayd Thomas Withers to these Prsents  
hath sett two his hand & seale the first day of November  
Anno Dom : one thousand six hundred seaventy two/ 1672 :

Signed sealed & Delivered

Thomas Withers (<sup>his</sup><sub>scale</sub>)

in the psence of/

The marke of  (<sup>her</sup><sub>scale</sub>)

Elyas Styleman/

Joane Withers

Mary Styleman/

November : 2 : 1672

Mr Thomas Withers & Jane his wife came and acknowl-  
edged this Instrum<sup>t</sup> to bee thejr free Act & Deed, before mee

Elyas Styleman Commissio<sup>r</sup>/

A true Coppy of this Deed or Instrument aboue written,  
transcribed out of the originall this 8<sup>th</sup> day of March 167<sup>3</sup> p.



Edw : Rishworth ReCor :

Steph<sup>e</sup> Batsons  
Lott laid out  
by Cape Porpus  
Townsmen

In Cape Porpus, this 7th of Decembr 1672 :  
by us whose names are vnderwritten, John  
Davies, & fferdinando Off, haue to the best of  
our Judgm<sup>ts</sup> measured & layd out one Prcell of  
vppland & Marsh being & lijng in the little River soe Called,  
in this Cape, on the Western side y<sup>o</sup>f, the North west  
bounds is the Cricke, w<sup>h</sup> goes to the beaver pond, the head  
of our bounds, came a little to the Westward of the stepping  
stoones soe Called, soe from thence on a South East lyne a  
little Eastwardly, to the head of the middle Cricke, w<sup>h</sup>  
Cricke boundeth both the vppland & Marsh, from y<sup>e</sup> sayd  
Lyne to y<sup>e</sup> River, on the North East parts, & soe to the  
middle Cricke, w<sup>h</sup> is the bounds from the Southerne parts,  
& to the Eastward, within this bounds, is Twenty fve Acers  
of Marsh, & eighteen Acers of vppland, as neare as Wee can

find, as witness our hands this day aboue mentioned/ this  
same Land is for Stephen Batson now dweller at Wells/

A true Coppy of this Grant aboue  
written transcribed out of the  
originall, & y<sup>r</sup>with comparèd  
this 11th day of March: 1673  
p Edw: Rishworth ReCor:

John Davies/  
ffardinando Off/  
his Marke   
Thomas Musell his  
marke   
Townesmen of Cape  
Porpus/

This Indenture made the fourth day of Aprill, one thous-  
and six hundred seaventy & two, & in the twenty fourth  
yeare of the Reign of our Leige Lord, & dread Sovereign,  
Charles the Secund, King of England, Scotland ffrance &  
Ireland Defend<sup>r</sup>: between Abra: Tillton house Carpenter,  
& Millwright, on the one Party, & John Loverell, with the

Consent of his father in law Ezekell Knightts, &  
his own Mother Ester Loverell, of the other  
Party: Witnesseth, that the sayd John Loverell  
hath bound him selfe an apprentise vnto the  
aforesayd Abra: Tillton, with him to dwell the space of  
Twelue yeares, vntill the same bee fully Compleated &  
ended/ hurt vnto his sayd Maister hee shall not doe or  
suffer, to bee done, but the same vnto his pouer hee shall  
Lett & hinder, & speedily giue notice to his Maister thereof/  
the goods of his sayd Maister hee shall not Idlely spend &  
wast/ his goods & toules hee shall not to any Lend with out  
his M<sup>r</sup> leauē/ Ordinarys Tavernes or any Tippleing places  
hee shall not frequent, nor contrary to the will & pleasure of  
his Mr nor out of his business & Imployment, hee shall not  
absent him selfe, either by day or night without the privity  
& Lycence of his sayd Ma<sup>r</sup>: Fornication hee shall not Com-  
mitt in the house of his sd M<sup>r</sup>: nor Matrymony with any  
Contract with in y<sup>e</sup> tyme of his apprentiship/ his Ma<sup>r</sup>

Loverell  
Apprentice  
To Tillton

secreats hee shall keepe, & all the lawfull Comāds of his aforesd M<sup>r</sup>, & his Dame hee shall obey & observe, & in all things & tymes carry & Demean him selfe towards his Ma<sup>r</sup> & Dame, as such an Apprentice out to doe, ffor the full tearme & tyme of Twelue years as aboue sayd/

And the sayd Abra: Tillton his Master, shall vnto his sayd servant Reveale & make known vnto him the sd John Loverell, the secreats & Mistery of his art in bujlding of houses & Mills, teaching or causing him in all poynts to bee taught his aforesd Calling, trayneing & bringing vp the sayd John Loverell in the sd Abra: Tilltons occupation, teaching his sayd servant to reade & writte, soe well as is & may bee necessary for his furtherance in the Calling & occupation abouesayd, provideing for his sayd apprentice meat & drinke, Lodging & Rayment, for the whoole tearme & tyme of twelue yeares, takeing care that his sayd servant may haue what is fitt & necessary to haue: And when the aforesd tearme & tyme is Compleated & ended, the sd Abra: Tillton shall give vnto his aforesd Servant, two sufficient & decent sujts [130] of apparell, through out, the one for workeing, & laboureing days, & the other for Lords day/ To w<sup>ch</sup> end & purpose, the aforesd Parents shall provide three suits of apparell for the sd John Loverell, & shall giue & deliver vnto the sd Abra: Tillton y<sup>e</sup> some of fve pounds Sterlg: speedily, & the other fve pounds at the expiration of y<sup>e</sup> aforesd Tearme/ In witness w<sup>of</sup> the sd Abra: Tillton/ & John Loverell & his parence haue sett to y<sup>r</sup> hands, to a peyre of Indenturs agreeing with the date aboue written/

Note that the tyme & tearme of Twelue yeares, vpon the sixteenth day of May next after the date aboue expressed, doth & shall begine/

Signed sealed & Delivered/  
In the Prsence of us/  
ffran: Littlefeild Senjo<sup>r</sup>/  
She: Fletcher/

Ezekell Knightt (his  
seale)  
Ester Knightt her  
marke E (her  
seale)  
John Loverell his  
Marke V (his  
seal)

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This Instrument was acknowledged by Mr Ezekell Knightt  
his wife & thejr sun, vpon this fourth day of Aprill 1672 :  
to bee y<sup>r</sup> Act & Deed before us/

Richd Walden Comisso<sup>r</sup>  
Roger Playstead Asso<sup>te</sup>/

W<sup>as</sup> in the with in Indenture, there is an Ingagem<sup>t</sup> of  
fiue pounds to bee payd speedily, & fiue pounds at the expi-  
ration of the tyme of the scervise of John Loverell, these  
are to certify all whom It may Concerne, that Abra : Tillton  
hath received the whoole tenn pounds, with w<sup>ch</sup> hee acknowl-  
edgeth him selfe fully satisfyd & Contented, the  
Tilltons Rec<sup>t</sup> w<sup>ch</sup> tenn pounds was payd in the Cloathing of  
the Childs deceased father, & which was in the hands of Mr  
Ezekell Knightts and If soe bee Itt happen, that the sayd  
John Loverell dy, before his tyme bee out, the sd Tillton  
shall, & is hereby Ingaged, to returne backe fiue pōnds  
æquivalent, vnto what is now pd vnto him, & returne the  
same into the hands of those who are Concernd therein/ as  
alsoe there is delivered vnto the sayd Tillton In other  
Cloathing of the Childs Deceased fathers, for his, three sujts  
of apparell w<sup>ch</sup> the Child should haue to y<sup>e</sup> valew of foure  
pounds/

Abra : Tilltons Marke

Testes She : Fletcher/

ffra : Littlefejd Senjo<sup>r</sup>/

A true Coppy of these Indentures & this Receipt aboue  
written transcribed out of the originall, & there with Com-  
pared this eleventh day of March 1674 as Attests

Edw : Rishworth ReCor :

To all Christian people to whom this Prsent writteing shall  
come, greeteing/ Know yee that I ffran : Backhouse Planter  
of Wells in the County of Yorke, in part of Prformance of

Back House  
To  
Tilton

a Couenant made by mee the sayd ffran : Backhouse, & Abra : Tillton of Wells house carpenter of the same County, aforesd, of the other part, hath sould barganed & Confirmed, vnto the sayd Abra : Tillton, one hundred & fiuety Acers of Land more or less lijng & being on the North East side of Ogunquett River, w<sup>ch</sup> doth appeare by a grant from the Town of Wells, alsoe all the buildings frames & fences, with all appurtenances y<sup>r</sup>to belonging, with two Acers of sault Marsh or y<sup>r</sup> abouts be it more or less, as appeareth by a writeing that Mr John Whelewright gaue him, with tenn Acers of fresh Meddow that hee had granted from the Town, in writeing, If it bee there to bee had or found/ with all other Premisses, and the estate title Interest benefitts Clames demands w<sup>so</sup>uer of mee the sayd Fran : Backehouse hath now vnto the same/ To haue & to hould the sd Messages tenaments, & cottages, & all the singular other the Premisses, with y<sup>r</sup> or every of thejr appurtenances, before mentioned to bee granted vnto the sd Abra : Tillton & his heyres & assignes for euer/ & I y<sup>e</sup> sayd Fran : Backehouse haue for mee my heyres, that Wee will grant vnto the sayd Abra : Tillton his heyres the sd Messages, Tenements & Cottages & p<sup>m</sup>ise with other the appurtenances, & all the right & Title that I haue or euer had to Abra : Tillton his heyres & assignes for euer/ in witness w<sup>of</sup> I haue herevnto sett to my hand & seale the Twentieth day of Octob<sup>r</sup> Anno : Dom<sup>i</sup> : one thousand six hundred seaventy one/

Sealed, Assigned, &  
Deliuerd in the p<sup>s</sup>ence  
of us Joseph Bolls/  
Mary Bolls her

ffran : Backehouse (<sup>his</sup> seal)

marke MB

A true Coppy of this Instrument transcribed out of the  
originall & y<sup>r</sup> with compared this xj day of March 1674

p Edw : Rishworth ReCor :

May first 1671 :

Witness these Prsents, that I John Smyth in  
 Smith Consideration of a lott of Land that I had of  
 To  
 Jackson James Jackson liueing vp Cape Nuttacke River,  
 w<sup>r</sup> henery Sayward hath bujlt a saw Mill, Con-  
 tayneing fourty Acers : I the sayd John Smyth doe giue  
 vnto the sayd James Jackson foure Acers of Land lijng  
 below his dwelling house, & vp aboue his house from a  
 Rocke that is there vp into the woods vpon the same poynt  
 of the Compass that It runnes on the other side, betweene  
 Peter Weares, & soe to goe vnto the sayd Peter Weares all  
 the length of it, & for to runne into the Woods, soe fare as  
 my bounds runnes, with all priuiledges there vnto belonging,  
 vnto him his heyres executors & assignes for ever/ In wit-  
 ness vnto the treuth thereof, I haue sett my hand the day &  
 yeare aboue written/

Witness John Twisden

John Smyth his marke *I*

Mathew Austine his


marke *Em*

A true Coppy of this Instrum<sup>t</sup> transcribed out of the orig-  
 inall & y<sup>r</sup> with Compared this 12<sup>th</sup> of March 1673

p Edw : Rishworth ReCor :

These Prsents doe testify, that I Abraham Conley of Kit-  
 tery in Sturgeon Cricke Planter, vpon diuerse good Consid-  
 erations there vnto mee moueing, & more espe-  
 cially for the summe of fūe pounds Received of  
 Conley  
 To  
 Wittum Peter Wittum of the sayd Town & place in  
 M<sup>ch</sup>ant<sup>ble</sup> pipe stauēs, being in full satisfaction  
 for a Prcell of swampe by mee sould vnto him : That I the  
 sayd Abra : Conley doe hereby sell giue grant aliene bargane  
 & Confirme, & with mee my heyres executors Administrators  
 & assigns haue granted sould given alliend barganed & Con-  
 firmed vnto the aforesd Peter Wittum his heyres executors  
 administrators & assignes, the full & Just quantity of [131]  
 Three acers and an halfe of Land or swampe, & sixteen

pooles lijng & being & next Adioyneing vnto the sayd Conleys Marsh, being between the sayd Conlys Marsh, & Kittery high way, part w<sup>r</sup> of hath been already cleared & mowne by the sayd Wittum, & brought to bee Meddow, with all the rights, proprietys priuiledges, & appurtenances belonging to the sayd swampe or Meddow, I the sayd Conley do hereby Confirme vnto the sayd Wittum, to him selfe & his heyres for euer; this sayd Land or swampe is bounded on the Southern side with Abra: Conleys Marsh, on the Western side with the sayd Conleys swampe & severall pine trees, & on the Northermost side or end, It is bounded with Kittery high way/ W<sup>ch</sup> Land or swamp as bounded aforesd with all the priuiledges benefitts, & Immunitys app<sup>r</sup>tayneing y<sup>r</sup>vnto hee y<sup>e</sup> sayd Peter Wittum is to haue & to hould to & for him selfe his heyres & assigns for euer, for his owne proper vs & behoofe, & further the sayd Abra: Conley doth by these Prsents Ingage him selfe, his heyres & assigns to Defend & make good the title y<sup>r</sup>of, aganst all Titles, Claymes Demands, or Incomberances w<sup>so</sup>euer, & aganst all Prsons claymeing any title y<sup>r</sup>vnto, vnto the sayd Peter Wittu: & to his hyres & assigns for ever; And further It is to bee vnderstood, that Abra: Conley doth hereby grant for him selfe & his heyres for euer, that Peter Wittum & his heyres shall haue free Egress & regress for a sufficient high way, from the head of the sayd swampe, vnto Kittery highway, with out any lett Molestation or Incomberance/ In Confirmation of the soole Premisses as aboue written, I haue here vnto afixed my hand & seal this fourteenth day of March 1673 one thousand six hundred seaventy two or 73 :

Abra: Conley his marke  (his  
seale)

Abra: Conley owneth this Instrument aboue  
Written to bee his Act & Deede, & that  
severall years Peter Wittum by his free  
Consent had & hath possession of the  
Premisses, before mee  
March 14: 1673 Edw: Rishworth Assofe/

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vera Copia, of this Instrument aboue written, & of the  
acknowledgm<sup>t</sup> y<sup>r</sup>of, transcribed out of the originall & y<sup>r</sup>with  
Compared this 15<sup>th</sup> day of March 1673 p Edw : Rishworth

ReCor :

This Indenture made this twenty fourth day of Novemb<sup>r</sup>  
in the yeare of our Lord one thousand six hundred sixty &  
nine, in the one & twenteth yeare of the Reign  
of our Sovereign Lord Charles the second by the  
Bush  
To  
Mussell  
grace of god, of England Scotland France &  
Ireland King, defend<sup>r</sup> of the faith &c : between  
John Bush & Grace his wife both of Cape Porpus, In the  
County of Yorke Planter, of the one part, & Thomas Mussell  
of Cape Porpus, on the the other part ; Witnesseth that the  
sayd John Bush and Grace his wife, for a valewable Consid-  
eration to them in hand before the Insealing & delivery  
hereof, well & truely payd by the aboue named Thom<sup>s</sup> Mus-  
sell, the receipt of w<sup>h</sup> valewable Consideration, the sayd  
John Bush & Grace his wife do acknowledg the receipt by  
these Prsents, & there with to bee fully satisfyd contented &  
payd them for euer by these Prsents, Haue given granted  
barganed sould aliend Infeoffed & Confirmed, & by these  
Prsents doth fully clearly & absolutely giue grant bargane  
sell alien Infeofe & Confirme, vnto the sayd Thom<sup>s</sup> Mussell  
his heyres & assignes for eue . a Prcell of vpland at Cape  
Porpus before mentioned, Contayneing one hundred Acers  
more or lesse, being butted & bounded on the South side,  
with a Cricke & flatts on the Western side by the Land of  
John Sanders Senjo<sup>r</sup>, on the North East side with Symon  
Bussys, & soe runneing vp into the Countrey North West/  
to haue & to hould the Land with the priuiledges & appur-  
ten . . . there vnto belonging, or any wise appurtayneing,

& all the Estate Right title & Interest vse & propriety, possession Clayme & Demand w<sup>t</sup> soeuer, of on the sayd John Bush & Grace his wife, of in or two the sayd Land, to haue & to hould the sayd vpland, vnto the sayd Thom . . Mussell his heyres, executors & assignes for ever, to his & y<sup>r</sup> owne proper vss & behoofe for ever: And the sayd John Bush & Grace his wife, for them selues thejr respected heyres executors Administrators doe Covenant promiss & grant, with y<sup>e</sup> sayd Tho: Mussell, his heyr . . & assignes by these psents In manner & forme following, that is to say that y<sup>e</sup> sayd John Bush & Grace his wife, at the tyme of the grant bargan & sayle, of the Prmisses, & to the delivery hereof vnto the sd Thom<sup>s</sup> Mussell to y<sup>e</sup> vse of him his heyres & assignes for ever, Weare the true & Rightfull owners of the aboue mentioned Prmisses, & that they in thejr own right hath full pouer and lawfull authority, the Premisses to grant bargane & sell & Confirme as aforesayd, & that y<sup>e</sup> sayd Tho: Mussell his heyres & assignes, shall & may hence forth for euer Lawfully quietly & peaceably haue hould vse occupy possess & inioy the sayd barganed Land, with the priuiledges & appurtenances thereto belonging, with out the lett sujte trouble Molestation deniall, euiction, ejection or disturbance of the sayd John Bush & Grace his wife or any other Prson or Prsons w<sup>t</sup>soever, lawfully Claymeing, or ptending to haue any estate Title or Interest of in or to the pmisses, from by or vnder them, & shall warrant or ever defend the sayd barganed pmisses, vnto the sayd Thomas Mussell, his heyres & Assignes agajnst them selues, & all & every Prson & Prsons Claymeing & two Clayme any estate right Title Interest Clayme or demānd, w<sup>t</sup>soever, of in or two the barganed pmisses, or any part or Prcell there of, from by or vnder them/ In witness w<sup>t</sup>of the sayd John Bush & Grace his wife

haue here vnto sett thejr hands & seales the day & yeare  
aboue written/

Signed sealed & deliverd/

In the psence of/

John Sanders Senjo<sup>r</sup>

his marke/ 2

Geo : Pearson/

Rog<sup>r</sup> Venney/

The marke X of (his  
seale)

John Bush

The marke of

Grace Bush 2 (her  
seale)

This Instrument was acknowledged  
by Grace Bush to bee the Act &  
Deede of her husband John Bush,  
in his life tyme & her owne, this  
23 : day of Aug : 1670 : before mee  
Bryan Pendleton Assotiate/

A true Copy of this Instrument or deede aboue written  
transcribed out of the originall, & thejr with compared this  
27 : March : 73 :  
p Edw : Rishworth ReCor :

[132]. To all Christen people, to whom this Prsent Deed  
of Gyft shall come, Major William Phillips of Sacoe, in the  
Colony of the province of Mayn, In New England In Amer-  
ica, sendeth Greeteing, in our Lord God everlasting/

Know yee that I William Phillips aforesayd, for & In  
Consideration of the great loue & respects I beare vnto my  
beloved wife, Bridgett Phillips, haue by these Prsents given  
granted, aliend Enfeoffed & Confirmed, & by these psents  
do fully clearly & absolutely do giue grant aliene Enfeoff &  
Confirme vnto my beloued wife Bridgett Phillips her heyres  
or Assignes (after my decease) one Watter Mill or Grisstmill  
with one halfe acer of Land adioyneing vnto the sayd Mills,  
w<sup>h</sup> Mill is scituated standing & being vpon Sacoe ffalls,  
neare adioyneing vnto my saw Mill, for the full Tearme of  
my sayd wife her life, & for three years after, to  
bee vnto whom shee in her life tyme shall  
bequeath or giue it vnto ; I say I haue by these  
Prsents given vnto my wife Bridgett Phillips, &

W<sup>m</sup> Phillips  
To  
His wife

to her heyres or assignes as aforesd, from my heyres or assignes the aforesd Water Mill, & halfe acer of Land vnto It Adioyning, for the full Tearme of her life, & for 3 years after, with all ways high ways, with all other the priuiledges Immunitys lybertys & profetts vnto It belonging, being standing or any wise appertayneing, quietly to haue hould vse, peaceably to Occupy & Inioy, dureing the tearmes abouesd, from my heyres executors or assignes, & from any Prson or Prsons W'soeuer, from by or vnd<sup>r</sup> mee Claymeing any Right Title or Interest, into the aboue given Prmisses, or any part y<sup>o</sup>f w<sup>h</sup>y my sayd Wife or her heyres or Assignes, shall bee evicted or Molested in the quiett & peaceable Inioyment of the aboue given pmisses, or any part y<sup>o</sup>f, doe by these Prsents bind my heyres executors or assignes, to Warrant & Defend/ In witness w<sup>o</sup>f I haue here vnto sett my hand & seale, the Twentieth day of Septemb<sup>r</sup> in the yeare 1668 :

Signed sealed & Deliverd/	William Phillips ( <sup>his</sup> seale)
In Prsence of/	Major Wittl : Phillips Acknowledgeth
William Salter/	this Instrument to bee his Act &
Hene : Gidly/	Deede, this 28 : March 1673 : before
	mee Edw : Rishworth Assofe/

This Instrument aboue written transcribed out of the original & there with Compared this 29<sup>th</sup> March/ 1673

p Edw : Rishworth ReCor :

To all Christean people, Elizabeth Harvy, In the County of Yorke In New England Widdow sendeth greeteing in our Lord God Everlasting : Know yee that y<sup>e</sup> sayd Elizabeth Harvy, as for y<sup>e</sup> consideration of that Naturall Loue & parentall affection w<sup>h</sup> sh<sup>e</sup>e y<sup>e</sup> sayd Elizabeth Harvy haue & beareth vnto her sunn in law Thomas Brackett & Mary his wife, daughter of the sayd Elizabeth Harvy, & alsoe In Consideration my sunn

E. Harvy  
To her  
Son in Law  
Brackett

in Law is Ingaged to mantayne mee meate drinke & apparell, houseing washing Lodgeing & all other things, necessary & Convenjent for mee, as vsually Accostomed in this place, dureing my naturall life & for other good Causes & Considerations her there vnto moueing, haue given & granted, & by these Prsents do fully freely Clearly & absolutely giue grant & Confirme vnto y<sup>e</sup> sayd Tho: Brackett & Mary his wife, a parcell of Houseing & Land lijng & being In Cascoe bay, Alias falmoth in the County of Yorke, or province of Mayn, in New England, being the Land her first husband purchased of Mr Geo: Cleues being bounded on the West by the Land given vnto my sunn Natha<sup>n</sup> Mitton & on the East by the Land of William Whittwell, & y<sup>e</sup> South by the River goeing vp to Capissicke, with all the Land properly belonging to mee on this Necke of Land with the dwelling house y<sup>r</sup>on, & all the out houseing tillage Land Wood trees with all the profetts & priuiledges y<sup>r</sup>vnto belonging, & alsoe all my swine great & small that I now haue, with all the cattle I haue belonging to mee, young & ould, with all my goods & househould stuff belonging or any ways app<sup>r</sup>tayneing to mee, except what is exepted on the backe side of this writeing, & mentioned in any Instrument of writeing given vnd<sup>r</sup> his hand beareing Date with Instrum<sup>t</sup> To haue & to hould the sd Land & houseing with all the Meddow Land now belonging to mee, with y<sup>e</sup> sayd Cattle & swine, & all the afore mentioned Prmisses, vnto the sayd Thoms Brackett & Mary his wife, & to y<sup>r</sup> heyres executors, Administrators & assignes, & to y<sup>e</sup> onely proper vse & behoofe of the sayd Tho: Brackett & Mary his now wife from the day of the date hereof, & for ever, with all the profetts priuiledges, & appurtenances of & vnto all the Premises, or either of them belonging, or any ways app<sup>r</sup>tayneing, & all the estate title & Interest, right vse propriety possession Claym & Demand w<sup>o</sup>soeuer, of her the sayd Elizabeth Harvy of in or to y<sup>e</sup> same, freely peaceably quietly without any manner of reclayme challenge or contradiction of mee the sayd Eliza-

beth Harvy or my heyres executors of them or of any other  
 Prson or Prsons w<sup>t</sup>soever, or by any other meanes from by  
 or vnd<sup>r</sup> her the sayd Elizabeth Havie & without any Accompt  
 or answere in money or any other thing to bee yeilded or  
 payd or done except what is before mentioned, soe that the  
 sayd Elizabeth Harvy from by or vnder her may aske Clayme  
 & Demand of in or two the Premises, or any part there of,  
 any Interest title right or possession, but from all Actions of  
 Interest Clayme & demand vnto the Premisses, I the sayd  
 Elizabeth Harvy my heyres executors & administrators &  
 either of them bee vtterly excluded & for ever Debarred by  
 these Prsents, prouided always that the sayd Tho<sup>m</sup> Brackett  
 nor his orde . shall not sell nor alienate any of the sayd  
 Lands & Meddow with out the free Consent of Mary his  
 now wife, nor any part y<sup>o</sup>f, & in Case the sayd Mary the  
 wife of the sayd Thomas Brackett shall first dy before him  
 her sayd husband, then the sayd Thomas shall Inioy it, dure-  
 ing his life, & the sayd Thomas shall not sell nor alienate  
 the sayd Land, but after his deceas . to belong vnto his  
 children, begotten on the body of Mary his now wife/ onely  
 It shall not hinder the sayd Thoms Brackett to make sayle  
 of the sd Land, & houseing with the Consent of Mary his  
 now wife dureing her life tyme/ In witness w<sup>o</sup>f the sayd  
 Elizabeth Harvy hath here vnto [133] sett her hand & seale,  
 this second day of June 1671: In the Twenty third yeare of  
 the Reigne of o<sup>r</sup> Sovereign Lord, King Charles the second,  
 by the Grace of god King of England, Scotland, France, &  
 Ireland/

Elizabeth Harvy (<sup>her</sup>seale)

Signed sealed & Delivered

her marke (

in y<sup>e</sup> Prsence of us/

George Munioy/

George Ingersall/

Mis Elizabeth Harvy acknowledgeth  
 the aboue Instrument of writeing  
 to bee her Act & Deed, vnto  
 Thomas Brakett this Twenty ninth  
 of March 1671 before mee

Geo : Munioy Assofe :

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The goods expected in the within writing, to bee to the proper vse & dispose of Mis Elizabeth Harvy are these here-vnder mentioned,

Imp<sup>ts</sup> Three pewter dishes, one feather bed the best of them |  
If Kettle, one little pott | all my apparell |

A true Coppy of Instrument aboue written, & those Prticulars excepted out of the same, transcribed out of the originall & y<sup>r</sup>with Compared this 12<sup>th</sup> day of Aprill 1673 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Thomas  
Withers of Kittery, In the County of Yorke,  
haue & doe by these Prsents, give vnto my two  
youngest children Mary & Elizabeth, my Ysland  
lijng between Strawbury banke & my house, where I haue  
formerly bujlded vpon and planted, I doe here by these  
Prsents, freely giue it vnto my sayd Children, onely I shall  
reserue a place for James Heard to bujld vpon, contayneing  
of sixty six foote square, & there shall bee thejr deed for  
that vpland, as witness my hand & seale this 24<sup>th</sup> of  
July 1671 :

Tho : Withers (<sup>his</sup>seale)

Richard Cowell/  
Charles Summers/

Portsmouth the 19<sup>th</sup> of August 1671 :

Mr Tho : Withers acknowledged this Instrum<sup>t</sup>  
to bee his Act & Deed, before mee

Elyas Stilemā : Commisso<sup>r</sup>/

A true Coppy of this Instrument aboue written, transcribed out of the originall, & therewith Compared this 6 :  
June : 1673 : p Edw : Rishworth Re : Cor :

To all Christean people to whom this Prsent writeing shall  
 Come/ Robert Jordan of Spurwinke, In the province of  
 Mayn Cler<sup>s</sup> sends greeteing/ Know yee that y<sup>e</sup>  
 Jordan To Gendal sayd Robert Jordan for & In consideration of  
 three pounds tenn shillings, to him In worke  
 payd by Walter Gyndall of Spurwinke afore-  
 sayd, yeoman, w<sup>th</sup> hee doth acknowledg him selfe satis-  
 fyed, as alsoe for two days worke, or foure shillings in  
 Current money annually, to bee pformed, or payd by the sd  
 walther, his heyres or assignes for ever, to the aforesayd  
 Robert Jordan his heyres or Assignes, by these Prsents haue  
 given granted aliened & Confirmed, & by these Prsents doe  
 giue grant & Confirme vnto the sayd Walther Gyndall, a  
 Prcell of Land Contayneing ffty Acers, In a square lijng  
 & bounded, on y<sup>e</sup> Eastward side of spurwinke River/ from  
 the vttmost poynt of a Certen brooke Commonly known by  
 the name of Jonas his brooke on the one side and the sayd  
 River on the other side, proceeding vpon a square to the  
 Compleateing the same: to haue & to hould the sayd ffty  
 acers bounded & lijng as aforesayd, togeather with all the  
 benefitts, profetts & Emolum<sup>ts</sup> thence ariseing to the onely  
 proper vse of him the sayd Wather Gyndall, his heys &  
 assignes for ever, and the sayd Robert Jordan for him selfe,  
 his heyres executors & Administrators, doth Covenant  
 promiss & Grant to and with the sd Walther Gyndall his  
 heyres executors & assignes, that hee the sd Walther Gyndall  
 the day of the Date hereof, is & standeth lawfully seized,  
 according to y<sup>e</sup> Nationall Law of our Sovereign Lord the  
 King, of England, &c: from whom the Precedent Right  
 was deriued, to his own vse of & in the sayd Premisses, &  
 every part y<sup>e</sup>of, in a good Pfect, & absolute estate of Inher-  
 itance: And hath in him selfe full pouer good right &  
 authority, to grant bargan sell Convey, & assure the same  
 in manner & forme aforesayd, & that hee the sayd Walther  
 his heyres executors & assignes & every of them, shall &  
 may for euer hereafter peaceably & quietly haue hould and

Inioy the aforesayd P'misses free and Clere & Cleerly  
acquitted & discharged from all Legall Molestations/ In wit-  
ness w<sup>o</sup>f the sayd Robert Jordan haue here vnto sett his  
hand & seale this third day of June In the Twenty fifth  
yeare of the Reign of our Soueraign Lord Charles the second  
by the Grace of god, of England, Scotland, France & Ire-  
land King, Defend<sup>r</sup> of the faith &c Annoq Dom: ~ Christi/  
1673/ Robert Jordan (<sup>his</sup>seale)

Signed Sealed & Delivered/

In the Prsence of/

Ralph Allanson/

Joseph Oliver/

Nathall Fryer/

Mr Ralph Allason/ & Joseph  
Oliver maketh oath that they  
saw Mr Robert Jordan signe  
seale & Deliver the aboue  
Instrument of Writeing vnto  
Walter Gyndall as his Act &  
Deed & that hee acknowl-  
edged hee had already given  
the sd Gyndall possession by  
Turffe & Twidg/ Taken vpon  
oath this 4th of June 1673 :  
before mee Geo : Munioy

Assofe/

Mr Ralph Allason further Testifyeth y<sup>t</sup> hee heard Mis  
Sarah Jordan giue her free Consent to y<sup>e</sup> aboue writeing, &  
sayd shee was glad It was done/ this 4th June 73 : taken  
vpon oath before mee Geo : Munioy Assofe/

A True Coppy of this Deede or Instrument aboue written,  
transcribed out of the originall & there with Compared this  
2und day of August : 1673 : p Edw : Rishworth ReCor/

[134] This Indenture made the second day of Novemb<sup>r</sup>  
In the fifteenth yeare of the Reigne of our Sovereign Lord,  
Charles the second by the Grace of god, of England Scott-

land ffraunce & Ireland, & New England King, Defend<sup>r</sup> of the  
 faith &c: An In the yeare of our Lord God, One thousand  
 six hundred sixty & three, between Nathl Fryer of Ports-  
 mouth In the County of Norffolke M<sup>c</sup>chant of the one Party,  
 & Richd Lockewood of Kittery neare Pischataq on the other  
 Party; Witnesseth, that the sayd Nathall fryer for & In  
 consideration of the some of one hundred pounds off lawfull  
 money of New England in hand before then sealing & deliv-  
 ery of these Prsents, well & truely payd, the receipt w<sup>o</sup>f  
 the sayd Natha<sup>n</sup> Fryer doth hereby acknowledg, & him selfe  
 to bee fully satisfyd contented & payd, there off & off euery  
 part Prcell & penny there of, doth acquitt exonerate, and  
 discharge the sayd Richard Lockewood his heyres  
 executors & Administrators & every of them, for  
 euer by these Prsents, Hath granted barganed &  
 sould aliend Enfeffed Conveyed Released Deliv-  
 ered & Confirmed, & by these Prsents, Doth Grant bargain  
 & sell alienn Enfeoff Convey release Deliver & Confirme  
 vnto the sayd Richd Lockewood his heyres & assignes, All  
 that dwelling house, scituate lijng & being in Kittery aforesd,  
 sometymes heretofore in the Teanour or Occupation of Cap<sup>t</sup>  
 Francis Champernown Esq<sup>r</sup>, & now In the Tenour and Occu-  
 pation of the sayd Natha<sup>n</sup> Fryer togeather alsoe with Thyrtty  
 Acers of vpland, w<sup>h</sup> Marsh y<sup>t</sup> lyeth next Adioyneing to the  
 sd house at a Gutt y<sup>t</sup> partts the sayd Marsh & y<sup>e</sup> house, &  
 Land of Geo: Palmers W<sup>h</sup> said Thyrtty Acers of Land is to  
 runne from the sayd Gutt towards the house & Land of  
 Robert Edge vntill the sayd Thyrtty acers of vpland bee fully  
 Compleated, & alsoe all trees woods & vnd<sup>r</sup> woods Co<sup>m</sup>anes,  
 Emolum<sup>ta</sup> profetts Commoditys Aduantages E<sup>m</sup>olume<sup>ta</sup> &  
 appurtenances, w<sup>h</sup>soeuer to y<sup>e</sup> sayd house & Land belonging  
 or any ways app<sup>r</sup>tayneing, & alsoe all the Deeds writeings  
 Euidences Escripts & minints w<sup>h</sup>soeuer, sooly concerneing y<sup>e</sup>  
 Prmisses, or any Part or Prcell there of; To haue & to  
 hould the sayd dwelling house & Thyrtty Acers of Land &  
 Marsh togeather with all the Trees, woods & vnderwoods  
 Commoditys aduantages & Emoluments what soeuer vnto

Fryer  
 To  
 Lockwood

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the sayd Richd Lockewood his heyres & assignes for euer/  
to the onely proper vse & behoofe of the sayd Richd  
Lockewood his heyres & assignes for ever, & to & for noe  
other vss & Intent or purpose whatsoever: And the sayd  
Nathl ffryer for him, his heyres executors Administrators &  
assignes for all & every of them, doth Covenant promiss &  
Grant to & with the sayd Richard Lockewood his heyres  
& assignes, to & with euery of them by these Prsents, that  
hee the sayd Richard Lockewood his heyres & assignes  
shall & Lawfully may from tyme to tyme & at all tymes  
here after quietly & peaceably haue should vsse occupy pos-  
sess & Inioy all & singular the sayd dwelling house & Land  
& every part & Prcell there of, with the appurtenances  
offered acquitted & discharged, or otherwise well & suffi-  
ciently sau'd, & kept harmeless of & from all manner of  
former, & other barganes sayles gyfts grants leases Dowrys  
& Title of Dowrys of Christean now Wife of the sayd Nathall  
ffryer/ and of & from all other tytles troubles charges and  
Incomberances whatsoever, heretofore had made committed  
suffered or done, or hereafter to bee had made Committed  
suffered or done by the sayd Nathaell Fryer his heyres or  
Assignes or any of them, or by any other Prson or Prsons  
w<sup>t</sup>soever lawfully Claymeing from by or vnder him them or  
any of them, or by his there any or either of their Acts  
meanes Consents or procurement/ In Witness w<sup>t</sup> of the  
Partys first aboue named to these Prsêts Indentures, Inter-  
changeably haue sett thejr hands & seales, the day & yeare  
first aboue written/ Nathaniell ffryer (<sup>his</sup> <sub>scale</sub>)

Sealed & Delivered in psence of/

James Heard/

Abra : Corbett/

The marke of 

Christian ffryer/

This Deede was acknowledged by the sayd Nathaell ffryer,  
& Christean his wife, the day of the date aboue written  
before mee/ Bryan Pendleton Commissio<sup>r</sup>/

A true Coppy of this Instrument transcribed out of the  
originall & there with Compared this 3 : August : 1673 :

p Edw : Rishworth ReCor :

Bee It known vnto all men by these Prsents, that I John  
 Seares resident In the province of Mayn, In New  
 England Planter, ffor & In Consideration of y<sup>e</sup>  
 some of Twenty pounds, Current money of New  
 England, to bee in hand payd before the Inseale-  
 ing, & delivery hereof, by Mr James Lane of Westgostuggo  
 In y<sup>e</sup> province aforesayd, the receipt w<sup>of</sup> I doe hereby  
 acknowledg my selfe to bee fully satisfyd contented & payd,  
 & there of, & every part & Prcell there of, doe Clearly  
 acquitt exonerate & discharge the sayd James Lane his  
 heyres executors & Administrators for ever, Haue by these  
 Prsents given granted barganed sould Enfeoffed & Con-  
 firmed, & by these Prsents doe fully Clearly & absolutely  
 giue grant bargan sell Alien Enfeoff & Confirme, vnto the  
 sayd James Lane his heyres & assignes for euer/ All that  
 Ysland Commanly known or Called by the name of Reddings  
 Ysland, lijng & being on the Eastward side of Mayre Poynt  
 Necke; togeather with all that Prcell of Land lijng & being  
 vpon Mare poynt necke bounded w<sup>th</sup> the Land formerly In  
 the possession of Nicholas Whytt; Commaly known by the  
 name of Sandy Poynt, & from thence runneing vp to y<sup>e</sup>  
 falls, & soe ouer to Macoytt Bay; togeather with all the  
 Marsh and Marsh grounds formerly in the Right & posses-  
 sion of Thomas Redding deceased, being sixty Acers more  
 or lesse, w<sup>ch</sup> afore mentioned Ysland, lands & Marsh  
 Grounds I the sayd John Seares doe by these Prsents abso-  
 lutely giue grant sell and Confirme [135] vnto the sayd  
 James Lane his heyres & assignes for ever/ to haue & to  
 hould all y<sup>e</sup> singular & aboue mentioned Prmisses, with all  
 the Lands Marsh woods, vnd<sup>r</sup>woods Tymber Trees, & all  
 other priuillidges, that in any wise appertayn & belong vnto  
 y<sup>e</sup> afore mentioned Ysland lands or Marsh or any Part or  
 parcell thereof, to his and thejr proper vse & behowfe,  
 hereby Emptijng myselfe my heyres, & executors of and  
 from all Clayme title & Interest to the afore mentioned  
 pmisses, or any Part or Prcell there of, & I the sayd John

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Seares, the afore mentioned Ysland Lands & Marsh grounds,  
to y<sup>e</sup> onely vse & behoofe of him the sayd James Lane, his  
heyres executors & assignes, against all people shall & will  
warrant, & for ever defend by these psents And In witness  
hereof I the sayd John Seares, haue here vnto sett my hand  
& seale this fiftteenth day of May, In the yeare of our Lord  
God, One thousand six hundred seaventy three/

Signed sealed & Delivered,

John Seares (<sup>his</sup> seale)

In the Prsence of us/

John Seares acknowledged, that

Ezechiell Carveath/

hee did signe seale & Deliver

John Lane/

the aboue Instrument vnto Mr

James Lane as his Act &

Deed this 21 : of June 1673 :

before mee Geo : Munioy

Assotiate/

A true Coppy of this Instrument aboue written, transcribed  
out of the originall & there with compared, this 7th of  
August : 1673 : p Edw : Rishworth ReCor :

John Seares gaue possession vnto Mr James Lane of the  
Ysland, in lew of the whoole Land & Marsh contayned &  
mentioned In the with in written deed/ In the psence of the  
witnesses here vnto subscribed/ May : 18 : 73 :

Testes/

Ezechiell Carveath/

vera Copia transcribed out of the

Richard Short his

originall p Edw : Rishworth

Marke 

ReCor :

To all Christean people to whom these Psents shall come/  
Hugh Gunison of Kittery In Pischataqua River inhoulder,  
sendeth Greeteing/ know yee that for & In Consideration of  
the some of three scoore pounds sterling, to mee in hand  
payd by Mr Richard Russell of Charles Town New England  
M'chant, where with I doe acknowledg my selfe fully satis-  
fyd, contented and payd, & there of and of every part &

Parcell thereof, doe exonerate acquitt, and discharge the sayd Richd Russell, his heyres executors Administrators & assignes for euer, by these p̄sents haue given granted barganed sould Infeoffed and Confirmed, & by these Prsents doe giue grant bargain sell Infeoffe & Confirme vnto the sayd Richard Russell all that my now dwelling house standing & being at Kitteryng, alias Kittery on the North East side of Pischataq River In the County of Yorke In New England, & all the lands & bujldings there vnto belonging, with all & singular there appurtenances and all his right Title Dowre, and Interest of and vnto the same, & every part and Prcell thereof, to haue and to hould, the sayd dwelling house bujldings & Lands there vnto belonging, with all appurtenances to the sayd Premises belonging, vnto the sayd Richard Russell his heyres & assignes for ever, and to the onely proper vse and behoofe of him the sayd Richard Russell his heyres and Assigns for ever, free and Cleare, & freely and Clearly acquitted exonerate and discharged of for and from all former or other barganes sayles gyfts grants, titles Mortgages Actions sujtes arrests executions, Judgments Ingagements & incomberances whatsoever, from the worlds beginning, till the day of the date hereof, and doth alsoe warrant acquitt, and defend the sayd barganed Premisses, with there appurtenances vnto the sayd Richard Russell his heyres and

Gunnison  
To  
Russell

assignes against all Prsons from by or vnder him Claymeing any right Title Dowre or Interest of and into the same for ever, by these Prsents/

In witness whereof I haue here vnto sett my hand and seale, the fourth day of August In the yeare of our Lord one thousand six hundred fifty and foure, provided always that If I the sayd Hugh Gunnison, my heyres executors administrators or Assigns doe satisfy content and pay, or cause to bee satisfyd contented and payd vnto the sayd Richard Russell, his heyres or assignes the sayd some of three scoore pounds in manner and forme following, that is to say fueteen pounds Sterling euery six Moenth next

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Insewing each other after the date hereof, in good M<sup>c</sup>chan-  
table and refuge fish at price Current, & delivered vnto  
the sayd Richard Russell or his Assignes at the yles of  
shoales, euery six Moenth or before, vntill the sayd some of  
Three scoore pounds shall bee fully satisfyd, and payd as  
aforesd, that then this bargane and sayl to bee voyd, & of  
none æffect but otherwise to stand & remajne in full pouer  
strength & vertue according to the true intent & meaneing  
there of, witness my hand & seal as aforesayd/

Sealed and Delivered in

Hugh Gunnisson (<sup>his</sup> <sub>scale</sub>)

the Prsence of/

George Manning/

Nathaniell Souther Noto<sup>r</sup> Public<sup>s</sup>

This is the Deed of Hugh Gunnisson  
acknowledged this 4th of the 6<sup>th</sup>  
Moenth 1654 : before mee Richard  
Bellingham Gou<sup>er</sup>

vera Copia of this Instrument aboue written transcribed  
out of the originall & there with Compared this 25<sup>th</sup> of  
August 1673 : p Edw : Rishworth ReCor :

To all Christian people to whom this Prsent deede of sayle  
shall come/ Majo<sup>r</sup> William Phillips of Winter Harbour In the  
Province of Mayne, In New England In America sendeth  
greeteing In our Lord God Everlasting/ Know yee that the  
sd Willia<sup>t</sup> Phillips, with the Consent of Bridgett his wife,  
for a valewable Consideration in money [136] and other  
Current pay In New England to him In hand payd, at and  
before the ensealeing and delivery hereof, by Richard Russell  
of Charles Town In the Colonie of the Massatusetts In New  
England M<sup>c</sup>chant the receipt whereof the sayd Phillips doth  
by these Prsents acknowledg, and there with to bee fully  
satisfyd contented and payd, and there of doth acquit and  
discharge the sayd Richard Russell his heyres executors &

administrators, and every of them for ever by these Prsents :  
 Hath given granted barganed and sould aliend Enfeoffed and  
 Confirmed; and by these Prsents doth fully Clearly and  
 absolutely giue grant bargan sell aliene Enfeoff and Confirme  
 vnto the sayd Richard Russell his heyres and Assignes for  
 euer Two Tracts or quantitys of Lands, the one where of  
 Contayneing Two thousand fwe hundred Acers lijng & being  
 vpon Sacoe River Joyneing to & begining at the vpper part  
 of Salmon Falls In the Province aforesayd, being in breadth  
 vp by Sacoe River North West one Mile being on the West-  
 ward side of the sayd River, and to runne In length vpon  
 the mayn Land, soe fare on the sayd breadth, as to make vp  
 the sayd quantity or Numb<sup>r</sup> of Two thousand fwe hundred  
 Acers, and is butting vpon Sacoe River Eastwardly, and on  
 the Lands of the sayd Phillips Westwardly/ the other Tract

<sup>y<sup>m</sup> one lyne left out wh I haue written vnder y<sup>e</sup> deed on y<sup>e</sup> other side of y<sup>e</sup> next leafe</sup>  
 or quantity of Land being one sixteenth part of the <sup>^</sup> Med-  
 dows waters ways fishing fowling hunting Co<sup>m</sup>an of Pastor  
 Rightts, Lybertys profetts hæriditaments w<sup>h</sup>soever or or are  
 growing ariseing, being comeing Issewing in vpon or out of  
 the Premisses, and every part and Prcell thereof, or to the  
 same or any part of them, belonging or any manner or wise  
 appertayneing, and all the estate Right Title Interest vse  
 propriety possession Clayme and demand whatsoever of him  
 the sayd William Phillips, of in or two the sayd barganed  
 Prmisses, or any part there of/ And all Deeds evidences and  
 Writeings whatsoever, which concerne the sayd barganed  
 Premisses, onely, and Coppys of such deeds Evidences and  
 writeings, which Concerne the same, with other things; To  
 haue and to hould the sayd Two thousand fwe hundred  
 Acers of Land, and one sixteenth part of a silver Mine Con-  
 tayneing fwe hundred Acers or there abouts, lijng and being  
 butting and bounded as aforesayd, with and singular the  
 Emolum<sup>ts</sup> and appurtenances there of, and priuiledges there  
 to in any wise belonging and appertayneing vnto the sayd  
 Richard Russell his heyres and Assignes to the onely proper

vss, and behoofe of him the sayd Richard Russell his heyres and Assignes for ever: And the sayd William Phillips, for him selfe his heyres, executors and Administrators doth Covenant & grant to and with the sayd Richard Russell, his heyres and assignes by these Prsents, In manner and forme following, that is to say, that hee the sayd William Phillips, at the Tyme of the Grant bargan and sayle, of the Premisses to the sayd Richard Russell, and vntill the delivery hereof vnto the sayd Richard Russell, to the vse of him his heyres & assignes for ever was the true and lawfull owner and Proprietor of the aboue barganed Premisses, and that hee hath in him selfe full pouer and lawfull authority the Premisses to grant bargan sell and Confirme as aforesayd, and that the sayd Richard Russell his heyres and assignes shall and may hence forth for euer lawfully peaceably and quietly haue should vse possesse Inioy or dispose of the sayd barganed Premisses, with the appurtenances there of, free & cleare and Clearly exonerated acquitted and discharged or otherwise, at all tymes, by the sayd William Phillips his heyres executors Administrators sufficiently sau'd Defended and kept harmeless vnto the sayd Richard Russell his heyres & assign of and from all and all manner of former and other Grants Gyfts barganes sayles, leases assignments Morgages,

	Wills Intayles Judgm <sup>t</sup> executions forfeitures
W <sup>m</sup> Phillips	Seizuers Joynters Dowers pouer and Thyrdys of
To	
Ric <sup>d</sup> Russel	Bridgett his now wife to bee Claymed or Challenged of in or to the same or any part thereof,

And of and from all other Titles, charges Acts and Incomberances whatsoever had made done Committed, or suffered to bee had mayd Committed or done by the sayd William Phillips, his heyres executors Administrators or any other Prson or Prsons w<sup>h</sup>soever, Lawfully Claymeing or Pretending to haue any estate, right Title Interest Claym or demand whatsoever of in or to the same, or any part there of from by or vnder him them or either of them: And that the sayd William Phillips (his heyres executors & Administrators the

sayd barganed þmisses vnto the sayd Richard Russell his heyres and Assignes against them selues respectiuely, & all and every Prson and persons whatsoever, Clayming or to Cayme any estate right Title Interest vse propriety Clayme or demand whatsoever, of in or to the same, or any part there of, from by or vnder him, them or either of them, shall and will warrant & for euer defend by these Prsents/ And that thee sayd William Phillips,) his heyres executors and Adminis[137]nistrators vpon lawfull & reasonable demand, shall & will pforme and doe, or Cause to bee Prformed and done, any such further Act and thing whatsoever, whither by way of acknowledgment of this Present Deede or release of Dower, In respect of her the sayd Bridgett, or any other kind that shall or may bee for the more full Compleateing Confirmeing & sure makeing of the sayd barganed Premises, vnto the sayd Richard Russell his heyres and Assignes for euer, according to the true Intent here of, and according to y<sup>e</sup> Laws of y<sup>e</sup> Jurisdiction where in the sayd barganed Premises lyeth/ In witness w<sup>o</sup>f the sayd William Phillips, and Bridgett his wife haue afixed there hands and seales, this thirteenth day of August in the yeare of our Lord One thousand six hundred seaventy three, Annoq Regni Regis Charolij secunde vigesimo quinto/

A siluer Mines lŷng & being in Sacoe aforeed  
Contayneing 500<sup>o</sup> Acres or y<sup>e</sup> abouts with  
all y<sup>e</sup> Tymber Trees Woods vnderwoods

Wilt : Phillips (his seal)  
Bridgit Phillips (her seal)

Signed sealed and Deliverd

In the Prsence of/  
Gershjam Hobart/  
Paul Dudley/

Majo<sup>r</sup> William Phillips & Bridget  
Phillips did appeare before mee  
this 8<sup>th</sup> day of Aprill 1675 :  
doth acknowledgd this Instru-  
ment aboue written to bee there  
free Act & deede as Attests

Edw : Rishworth Assote/


vera Copia of this Instrument aboue written transcribed  
out of y<sup>e</sup> ReCords this 5th of Septem<sup>br</sup> 1673 :

p Edw : Rishworth ReCor :

Was Mr William Symonds hath formerly had one sixth  
part of the house & lands that was my fathers,  
Scadlock w<sup>ch</sup> farme lyeth In Cape Porpus at the little  
To River/ Now bee It known vnto all men by these  
Symonds Presents, that I Samuell Scadlocke for a ualew-  
able Consideration In hand received, haue barganed & sould  
vnto Mr William Symonds of Ipswich, one sixt part more  
of the sayd Farme, that is to say vpland Pasture Meddow &  
Tillage, to haue & to hould the two sixt parts or one third  
part w<sup>h</sup> all & singular buidings & appurtenances there vnto  
belonging, to him the sd William Symonds, his heyres exe-  
cutors Administratrs or Assignes for euer/ the Land is to  
bee æqually deuided In respect of quality & quantity, as  
witness my hand Dated this 23 : May : 1673 :

Subscribed sealed & Delivered Sam<sup>ll</sup> Scadlocke (<sup>his</sup> seal)

In the Prsence of us/

his Marke/ 

John Cutt John Hunkines/

The Testimony of Jo<sup>a</sup> Cutt & John  
Hunkines aforesd, who tooke y<sup>r</sup>  
oaths y<sup>t</sup> they were p<sup>s</sup>ent, & were  
witnesses to y<sup>e</sup> Deed abouesd Sworn  
before us the 24th of June 73 :

Sam<sup>ll</sup> Symonds Dep Gou<sup>r</sup>

William Stowton Assis<sup>t</sup>

A true Copy of this Instrument transcribed out of the  
originall & y<sup>r</sup> with Compared this 9th day of Sep<sup>r</sup>: 1673 :

p Edw : Rishworth ReCor :

To the Marshall of the County of Yorke, or to the  
Marshall of Portsmouth or Douer, or thejr Deputys, or  
either of them/

In his Majestys name you are required to leavy of the  
estate of Samell Scadlocke, Two Cows & two Calfes and fiue  
pounds fueteen shillings & 10<sup>d</sup>, & 3<sup>s</sup> 6<sup>d</sup> for the execution &

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for wantt y<sup>r</sup>of his body, & It to deliver vnto Mr Will<sup>t</sup> :  
Symonds, to satisfy a Judgm<sup>t</sup> of Court granted him at Yorke  
houlden for this County July 4th : 1671 :

p Curiā : Edw : Rishworth ReCor :

7<sup>th</sup> July : 71 : w<sup>r</sup> of fayl not to make a true returne vnd<sup>r</sup>  
yo<sup>r</sup> hand/

I Nathell Maysterson Marshall, doe constitute & appoynt  
my loueing frejnd Charles Potum liueing at Cape Porpus or  
Ensign John Barret or either of them to bee my lawfull  
Deputy to levy this execution according to law/

Dated this 3d of August/ 71 Nathell Maysterson Marshall/

I John Barret being Marshalls Deputy, did leavy this exe-  
cution on a sixth part of an house, & Land w<sup>ch</sup>  
was Sa<sup>m</sup>ll Scadlocks, at the doeing there of &  
Delivered it to Mr William Symonds Witness  
my hand, 3 : August : 71 :

Symonds  
Exec<sup>n</sup> on  
Scadlocks Land

The marke of John Barret

⤿

Wee Whose names are vnder written being chosen by Mr  
Symonds & the Marshall to apprise a part of an house &  
Land w<sup>ch</sup> is Sa<sup>m</sup> Scadlockes at little River in Cape Porpus,  
for or towards this execution, Wee doe apprise the sixt part  
of the sd house & land at tenn pounds Witness o<sup>r</sup> hands, this  
3d of August 1671 :

Bryan Pendleton

vera Copia of this execution with  
in written & the returne y<sup>r</sup> of  
by the Marshalls Deputy tran-  
scribed out of the originall & y<sup>r</sup>  
w<sup>h</sup> Compared this 9th of Septemb<sup>r</sup> : 1673 : p

⤿

These Prsents testify, that In Consideration of Two sheepe w<sup>ch</sup> I haue received of Nicho : Hodgsden of Kittery, where with I am fully satisfyd, I Peter Wittum do grant giue sell & Confirme, In the behalfe of my selfe my heyres executors Administrators & assignés, haue given granted sould & Con-

Wittum  
To  
Hodgsden  
firmed that part & parcell of vpland (excepted In his bill of sayle, being two Acers,) adioyning to the other fourty acers of vpland this day sould by mee vnto the sayd Nicho : Hodgsden, bee It more or less to him, his heyres executors administrators & assignes for euer/ And that the sayd Nicho : Hodgsden shall haue & hould the sayd Two Acers of Land, vpland & swampe from mee the sayd Wittum my heyres executors & assignes for euer, with all the priuiledges & appurtenances w<sup>soeuer</sup>/ In witness w<sup>of</sup> wee haue here vnto sett our hands, I & my wife Reddigoe, this seauenteenth day of Septemb<sup>r</sup> 1673 :

Peter Wittum his

This Instrument owned by Peter Wittum & Reddigoe his wife, to bee y<sup>r</sup> Act & Deede before mee this 17<sup>th</sup> : 7<sup>th</sup> : 1673 :

marke **PM**

Reddigoe Wittum

her marke **R**

Edw : Rishworth Assotite/

A true Coppy of y<sup>e</sup> Instrument transcribed out of the originall this 18<sup>th</sup> of Septemb<sup>r</sup> : 1673 : p Edw : Rishworth ReCor :

These Presents testifyeth, that I Peter Wittum of Kittery, In the County of Yorke Planter, for diverse good Considerations therevnto mee moueing, & more espetially for the some of Eleaven pounds tenn shillings to mee In hand payd by Nicho : Hodgsden of the sayd place, where with I am fully Contented & satisfyd, haue sould given granted & Confirmed, In the behalfe of my selfe my heyres, D<sup>oe</sup> executors and Administrators, & by these Prsents doe sell giue grant, & Confirme vnto the sayd Nicho :

Hodgsden aforesd, him selfe his heyres executors Administrators & assignes, the full & Just quantity of fourty Acers of Land, swampe & vpland butting vpon the land of the sayd Nicho Hodgdsdens & Miles Tomson on the West End, & runeing backe vnto the Rocky Hills on the East End, Next Adioyneing to John Morralls Land on the North side, & the Coīmanes on the South side/ W<sup>ch</sup> parcell of vpland & swampe contayneing 40 Acers as aboue sayd, with all the benefitts priuiledges & appurtenances y<sup>r</sup>vnto belonging, hee the sayd Nicho : Hodgdsden is to haue & to hould to & for him selfe, his heyres executors Administrators & assignes for euer, for his & there own proper vse & behoofe & further the sayd Peter Wittum doth further Ingage In the behalfe of him selfe [138] his heyres executors & assignes to defend & saue harmeless the sayd Nicholas Hodgdsden from all Titles Interest and Claymes, & Incomberances w<sup>soeuer</sup>, from by or vnder him or any w<sup>soeuer</sup> belonging to him, his heyres executors administrators & assignes, to him the sd Nicho : Hodgdsden his heyres & assignes for ever/ It is further to bee vnderstoode that this 40 Acers of land as aboue expressed, was a grant given to Peter Wittum by the select men of kittery, January 2 : 1665 : w<sup>in</sup> there is 2 acers of Land not sould by the sd Wittum to Nicho : Hodgdsden/ In testimony w<sup>of</sup> I the sayd Peter Wittum & Riddigoe my wife haue here vnto sett our hands & seals this seauententh day of Septemb<sup>r</sup> 1673 :

Peter Wittum & Riddigoe his wife,  
doe own this Instrum<sup>t</sup> aboue writ-  
ten to bee y<sup>r</sup> Act & Deede before  
mee at y<sup>e</sup> day & Date aboue writ-  
ten/ Edw : Rishworth Assotiate/

Peter Wittum (his  
seal)

his marke *PM*

Riddigoe Wittum (her  
seale)

her marke *R*

A true Coppy of this Instrument aboue written, tran-  
scribed out of the originall & there with Compared this 18<sup>th</sup>  
day of Septemb<sup>r</sup> 1673 : p Edw : Rishworth ReCor :

A Covenant or Articles of Agreement made between  
 Fran: Morgan Chyergeon, on the one Party, & William  
 West, Cooper, on the other Party, Witnesseth that I ffran:  
 Morgan Chyergeon do Ingage to vse my best & vttmost  
 skill & Indeaue<sup>r</sup> to Cure the abouesd William  
 West of an vncerated fistula w<sup>h</sup> is now broake  
 out, exceedingly both with in & with out, his  
 throate In soe much hee Cannot take his rest with out  
 extreame Ruttleing In great Dolour, & alsoe doe Ingage to  
 Mantayn the sd William West with Dyett washing lodging  
 a Convenjent tyme for the cure/ And for & in Consideration  
 of the charge of the sayd West his Dyett dureing the tearme  
 of the Cure, hee the sayd West doth Ingage to serue the  
 sayd Morgan to his vtmost ability in any thing hee the sayd  
 Morgan shall set him about, & If it please god that y<sup>e</sup> Cure  
 bee æffected hee the sayd West doth Ingage to pay vnto the  
 sayd Morgan for the sayd Cure Twenty pounds, Sterling In  
 fish at price Current or for the want of payment of the  
 abouesd some vpon demand hee the sayd West doth Ingage  
 truely & faithfully to serue the sd Morgan or his Assigns,  
 the full Tearme of one yeare & six Moenths, hee the sd Mor  
 gan finding the sayd West with meate drinke washing &  
 lodging, dureing the sayd Tearme, & hee the sayd West  
 finding him selfe with Cloaths/ In witness of the abouesd  
 p<sup>m</sup>ises, Wee haue here vnto set our hands Interchangably  
 this tenth of Novemb<sup>r</sup> one Thousand six hundred seaventy  
 one/

Testes Sañell Brown/  
 Robert Marshall/  
 Margeret Fillmore her  
 marke *PP*

William West his  
 marke *W*  
 ffrancis Morgan/

Margeret fillmore a witness to this  
 Instrument, aboue written doth  
 Attest vpon her oath it was the  
 Act & Deed of William West as  
 Attests Edw: Rishworth Assotiat/  
 13: Septemb<sup>r</sup> 73:

A true Coppy of this writeing or agreement transcribed  
out of the originall & there with Compared this 18th day of  
Septemb<sup>r</sup> 73 : p Edw : Rishworth ReCor :

This Indenture made the first day of Janvary 1663 : In the  
fiuteenth yeare of the Reigne of our Soueraign Lord King  
Charles the secund, between Henery Jocelyn of Bla<sup>̃</sup>: Poynt  
of the one Party, & John Libby Seno<sup>r</sup> Panter of the other  
Party, Witnesseth that the sayd Henery Jocelyn,  
Jocelyn  
To  
Libby  
for him selfe his heyres executors Administrators  
& assignes, doth giue bargane sell & confirme  
vnto the sayd John Libby & his heyres for euer,  
a certen Tract of Land bounded as followeth vidz<sup>t</sup> the Marsh  
to begine at the next Cricke to y<sup>e</sup> Eastward, of the sayd  
Libbys Co<sup>m</sup>an Landing place, & from thence to his dwelling  
house according as his fence goeth, & was formerly bounded  
by mee, from thence westward & North Westward, to a tree  
marked by mee formerly, & from thence to goe ouer vpon a  
visuall Lyne, vpon the dwelling house of Mr Hene : Watts,  
at blew poynt, soe fare as the flatts/ alsoe the Marsh halfe of  
that Necke his dwelling house stands vpon, according to the  
bounds formerly by mee layd out, & further all the Marsh  
to y<sup>e</sup> Eastward of the bridg on that side the Cricke to the  
vpland, as fare as the Mayn Cricke, Called the pine Cricke,  
& ouer against Godfrey Shelldens house, & soe fare vp the  
sayd Cricke, vntill it comes Close vp vnto the vpland/ &  
alsoe fiuty Acers of vpland adioyning to the sayd Marsh,  
& to goe into the Land according to the marked trees  
formerly layd out vnto him one hundred & sixty pools to  
euery acer, sixteen foote & an halfe to euery poole/ alsoe  
to haue free co<sup>m</sup>age, with Lyberty of fishing & fowling, &  
Cutting of tymber for ordinary vses, in any swampe or else  
Where, vnbounded forth to others in such Lands as is or  
shall bee vnfenced/ To haue & to hould all & singular the

þemisses, herein specifyd to him the sayd John Libby his heyres executors, Administrators, & assignes for euer, In free & Coṃan Soccage, yeilding & paijng vnto the sayd Henery Jocelyn his heyres & assignes for euery fuety acers of vpland & Meddow annually three days worke for euer, that is to say two dayes worke In harvest, or seede tyme, & one day in Cutting of Wood, against the feast of Christ tyde, If it bee lawfully demanded, & for non Prformance of the same, It shall bee lawfull for the sayd Jocelyn his heyres or assignes to enter vpon the Premisses, & distrayne, & the distress soe taken to carry away & apprise the same by two sworne men, & pay him selfe his heyres or assignes the sayd Rent or charge & deliver the ouerplus of the distress to the owner thereof: to Confirme the treuth hereof the Partys a-[139]boue sayd, haue Interchangeably set two there hands & seales, the day & yeare aboue written/

Signed sealed & Delivered

Henery Jocelyn (<sup>his</sup><sub>seale</sub>)

In the Prsence of

Margeret Jocelyn/

Payton Cooke/

The marke John I w Wills/

This Instrument acknowledged by  
Mr Henery Jocelyn this 25th of  
Aprill 1672: to bee his Act &  
deed before mee, & Mis Jocelyn  
alsoe

Bryan Pendleton Assotiate/

A true Coppy of this Instrument transcribed out of the  
originall & there with Compared this 15th: of Octob<sup>r</sup> 1673:  
p Edw: Rishworth ReCor:

Know all men by these Prsents that I Samson Anger of  
Yorke, In the Prouince of Mayn alias County of Yorke In  
New England, fisherman on the one Party, & Cap<sup>t</sup> John

Davess of the same place & Town of Yorke of  
 Angler the other Party, Witnesseth, that I Samson Anger  
 To  
 Davess haue for & in good Consideration of a valewable  
 some of money paid mee in hand by the sd Cap<sup>t</sup>  
 John Davess, before the sealeing & Deliuery of these Prsents,  
 w<sup>th</sup> I doe acknowledg & confess my selfe to bee fully satis-  
 fyd, & payd to my Content, & by these Prsents I haue given  
 granted barganed & sould & Confirmed, & I doe absolutely  
 giue grant sell & confirme vnto the sayd Cap<sup>t</sup> John Davess  
 his heyres, executors, & Assignes all the sayd plott of Land  
 that did formerly belong vnto Rice Kerdogon, w<sup>ch</sup> plott of  
 Land lyeth nere vnto the River side, & Adjoyneing vnto Mr  
 Edw : Rishworths Land, & wheare my fishing stage stode,  
 with all y<sup>e</sup> members & appurtenances there vnto belonging,  
 & I the sd Samson Anger doe here acknowledg & Confess  
 my selfe that I haue firmly barganed & sould the aboue sayd  
 plott of Land with its members & appurtenances vnto the  
 sd Cap<sup>t</sup> John Davess, his heyres, & Assignes ; to haue & to  
 hould for euer, against mee my heyres, executors, & assignes,  
 & all & euery Prson or Prsons, lawfully Claymeing from  
 mee, or vnder mee, or In my name, shall & will warrant &  
 for euer defend by these Prsents/ And In witness of the true  
 Prformance of the aboue sayd pmisses, I doe here vnto put  
 my hand & seale, this three & twentieth day of Septemb<sup>r</sup>, one  
 thousand six hundred seaventy three, & the fiue & twentieth  
 yeare of the Reigne of our Soueraign Lord King Charles y<sup>e</sup>  
 second, King of England, Scotland, & Ireland, & of severall  
 Yslands, & places of the western parts of America, Defend<sup>r</sup>  
 of the faith/

Sealed signed & delivered/  
 In the Prsence of us/  
 Peter Weare, Senjo<sup>r</sup>/

Samson Anger (<sup>his</sup> <sub>seale</sub>)  
 his marke ○

Samson Anger owens this Instrument aboue written,  
 to bee his Act & deed before mee, this 14th of  
 Octob<sup>r</sup> 1673 : Edw : Rishworth Asso<sup>te</sup>/

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A true Coppy of this Instrument transcribed out of y<sup>e</sup>  
originall & there with Compared this 15th of October 1673 :  
p Edw : Rishworth ReCor :

To all Christean people, John Sanders of Cape Porpus In  
the County of Yorke shyre, in New England fisherman, &  
Mary his wife sendeth greeteing, in our Lord god Everlast-  
ing/ Know yee that y<sup>e</sup> sd John Sanders & Mary his wife,  
for & in Consideration of the some of three pounds Sterlg by  
the valew thereof In Wheate & peas in New England, to  
them in hand before the sealeing & delivery hereof, well &  
truely payd, by Majo<sup>r</sup> Bryan Pendleton of Winter Harbour,  
in the County aforesd M<sup>c</sup>chant the receipt w<sup>o</sup>f, the sayd  
John & Mary Sanders doth hereby acknowledg, & there of  
doth acquit, exonerate & discharge, the sayd  
Sanders To Bryan Pendleton & his heysr executors Admin-  
Pendleton istrators & assignes & euery of them for ever, p  
these Psents hath given, granted, barganed,  
sould aliend Enfeoffed & Confirmed, & by these psents doth  
fully, Clearely, & absolutely give grant bargane sell aliene  
Enfeoff & Confirme vnto the sayd Bryan Pendleton his  
heyres & assignes for euer, all that y<sup>e</sup> Tract of vpland, con-  
tayneing full one hundred Acers, with all & singular the  
Rights priuiledges, & appurtenances w<sup>o</sup>soeuer y<sup>e</sup>vnto belong-  
ing, or apprtayneing, the w<sup>h</sup> sd Tract of Land, mentioned  
or intended to bee granted, barganed & sould is scituate,  
lijng & being in Cape Porpus with In y<sup>e</sup> County aforesayd,  
& butteth South East with y<sup>e</sup> Land of Majo<sup>r</sup> Bryan Pendle-  
tons, w<sup>h</sup> is now in occupation & possession of Richd Palmer,  
& North East on the Land Commanly Called Long Coue, &  
bounded on the West with a Lyne of fourty rodds from y<sup>e</sup>  
Coue aforesd, & all the Estate right title Interest vse & pos-  
session property Clayme, & demand w<sup>o</sup>soeuer of them the  
sayd John Sanders & Mary his wife, either of them in & to

the same, or any part or Prcell there of, & all Deeds euidences & writeings, w<sup>h</sup> doe concerne the same, & any part there of; To haue & to hould the sayd Tract of Land, with all & singular the rights priuiledges & appurtenances to them or either of them belonging or appertayneing to y<sup>e</sup> onely proper vse & behoofe of the sayd Bryan Pendleton his heyres & assignes for euer/ & the sayd John Sanders & Mary his wife for them selues & each of them, for thejr respectiue heyres, executors & Administrators, & for euery of them doth Covenat<sup>t</sup> promiss & grant to & with the sayd Bryan Pendleton his heyres & assignes to & with euery of them for ever, by these Prsents that they y<sup>e</sup> sayd John Sanders & Mary his wife at tyme of the grant & bargane & sayle of the aboue mentioned Premisses, & vntill the delivery here of, vnto y<sup>e</sup> sayd Bryan Pendleton vnto the vse of him his heyres & assignes for ever, were the true & ritefull owners of the aboue barganed Premisses & that they haue in them selues full pouer good right & lawfull authority, y<sup>e</sup> Premisses & euery part & Parcell there of, to grant sell & Confirme vnto y<sup>e</sup> sayd Bryan Pendleton as aforesayd, & that the same is free & clear & freely & clearly acquitted & discharged, or otherwise vpon request of the sayd Bryan Pendleton, his heyres or assignes, shall from tyme to tyme, & at all tymes bee well & sufficienly saued, bee defended & kept harmeless by the sayd John Sanders, & Mary his wife & each of them, of & from all, & all manner of former & other Gyfts grants barganes sayles, Assignements, Morgages Wills, Entayls Judgm<sup>ts</sup>, executions, forfeitures [140] Joynters Dowers & of & from all & singular other Judgments, executions charges Titles, troubles Incomberances & demands w<sup>soeuer</sup> had made done or suffered to bee done, by the sayd John Sanders & Mary his wife, or either of them or any other to bee done, by the sayd John Sanders and Mary his wife, or either of them or any other Prson or Prsons whatsoeuer, by either of thejr Act meanes default Consent, or procurement; And that y<sup>e</sup> sayd John Sanders & Mary his wife & each of them, & the heyres executors & Administrators of each of

them against them selues, & all & euery other Prson or Prsons w<sup>h</sup>soever lawfully Claymeing or to Clayme any estate, right title or Interest, of in or to the barganed Premisses, or anie part y<sup>e</sup>of vnto the sayd Bryan Pendleton his heyres & assignes, shall & will warrant, & for euer Defend by these Prsents: And that the sayd Bryan Pendleton his heyres & assignes, the sd barganed pmisses, & euery part & Prcell there of, shall & may peaceably & quietly for ever, after y<sup>e</sup> day & date here of haue hould vse occupy, possess & Inioy, with out the Let sujte trouble Molestation, Contradiction eviction, or the disturbance of the sayd John Sanders, & Mary his wife, or either of them or thejr heyres, executors, or Administrators, or either of them or thejr heyres exēcutors or Administrators, of either of them, or any other Prson or Prsons w<sup>h</sup>soever lawfully Claymeing or Pretending to haue any estate right Title Interest Cayme or demand whatsoever, of in or to y<sup>e</sup> Prmisses, or anie part or Prcell there of/ In witness w<sup>h</sup>of the sayd John Sanders & Mary his wife, haue here vnto set thejr hands & seales this sixt day of Octob<sup>r</sup> In the yeare of our Lord one thousand six hundred seaventy three, In the 25<sup>th</sup> yeare of our Sovereigne Lord Charles the second by the grace of god of England Scotland, France & Ireland King, Defend<sup>r</sup> of the faith, 1673 :

Signed sealed & delivered

John Sanders (<sup>his</sup> <sub>seale</sub>)

In y<sup>e</sup> p<sup>s</sup>ence of us/

Mary Sanders (<sup>her</sup> <sub>seale</sub>)

Richd Palmer his


marke **R**

Grace Palmer

her marke **3**

John Turbet/

Mary Turbet her

marke 

This Instrument Attested vnto at Cape Porpus vpon oath by Richd Palmer Grace his wife & Mary Turbet vpon Octob<sup>r</sup> the tenth 1673 : to bee the Act & Deede of John Sanders & his wife/ before mee Bryan Pendleton Assotiate/

A true Coppy of this Instrument transcribed out of the originall & there with Compared this 29th day of Octob<sup>r</sup> 1673 : p Edw : Rishworth ReCor :

vpon the Twenty fourth day of Aprill, one thousand six hundred seaventy three, possession given p Majo<sup>r</sup> William Phillips of the foure hundred Acers of Land with in mentioned, being & lijng vpon the lease of one hundred Acers of

	Land formerly granted vnto John West, from
Phillips	Wests brooke vnto Wests ditch, vnto Majo <sup>r</sup>
To	
Pendleton	Bryan Pendleton, this whoole Tract & that hundred Acers of Wests aforesd to runne eighty

rodd in breadth from Wests brooke to Wests ditch, vpon a North East Lyne, & from each of those bounds, vpon a South West lyne from y<sup>e</sup> River into the woods to make vp the quantity of foure Miles, accompting to euery mile, three hundred & thyrtty rodde, the w<sup>ch</sup> is more by one mile, then y<sup>e</sup> quantity with in expressed, & John Wests, the w<sup>ch</sup> ouer plus of Land is in way of exchange of Cow Ysland & possession given by Twigg & turff in lew of the whoole in p<sup>s</sup>ence of Symō Booth, James Oare & Hene : Brown : Note that w<sup>as</sup> It is aboue mentioned, that the breadth is from Wests brooke to Wests ditch, It is to bee vnderstood, that If these two places Contayn not fourescoore rodde with in, that, then y<sup>e</sup> mesuration must goe ouer Wests ditch, vntill the eighty rod bee fully ended, & soe runne the same breadth to y<sup>e</sup> extent of y<sup>e</sup> foure Miles, vpon the South West lyne into the Woods/  
William Phillips/

Signed & Delivered

In the p<sup>s</sup>ence of/  
Sheth Fletcher/  
Symeon Booth/

This Instrument acknowledged by  
Majo<sup>r</sup> William Phillips, to bee  
his own free Act & Deed, this  
24th day of Aprill 1673 : before  
mee Bryan Pendleton Assofe/  
Symeon Booth/

A true Coppy of this Instrument aboue written transcribed  
& Compared p the originall this 30 : Octob<sup>r</sup> 1673 :

p Edw : Rishworth ReCor :

To all Christean people to whome this p̄sent writeing shall come/ I Tho<sup>s</sup> Tharly of Newbery, In the County of Essex In New England send Greeteing/ Know yee that I Thomas Tharley, for & in consideration of valewable satisfaction in hand payd & by mee received, haue

Tharly  
To  
Wells

given granted covenanted Enfeoffed & fully barganed & sould, & by these Prsents, do giue grant covenant enfeoff confirme sell & make over vnto Thomas Wells Jnjo<sup>r</sup> of Ipswich in the County of Essex aforesayd Two hundred Acers of vpland, with fourty two Acers of Meddow or Marsh land scituate lijng & being in the Tqwn of Wells, in the County of Yorke in New England bounded with the land of John Barret on the south, William Wardells land on the North, the sea on the East, & the Cōmons on the West, Thyrtý six acers of the sayd Meddow is Joyneing to the River Called Webbhanet, the other six acers lijng by Mr Wheelewrights necke of Land, with all & euery of the Town rights, fences, profitts, priuiledges & appurtenances whatsoeuer, y<sup>v</sup>nto belonging/ To haue & to hould all the abouesd Two hundred fourty & two Acers of vpland & Meddow, respectiuely to the proper vse & behoofe of the aboue sayd Thomas Wells Jujo<sup>r</sup>, his heyres executors, Administrators & assignes for euer: And I the aboue sayd Tharley, doe hereby for my selfe my heyres executors or Assignes, Couenant promiss & agree, to & with the aboue named Wells his heyres executors Administrators & Assignes, to warrantize the sayle of the abouesd Premisses, w<sup>ch</sup> I formerly purchased of John Woolcott, The sayd Tho: Wells his heyres executors, & assigns shall from tyme to tyme, & at all tymes hence forth for euer haue hould occupy possess, & Inioy all & euery part & Prcell of y<sup>e</sup> aboue sayd p̄misses, with out any let sujte hinderance molestation Interrvption of mee the sayd Tho: Tharly, my heys executors or assignes or any Prson or Prsons w<sup>soeuer</sup>, laiing Clayme lawfully there vnto, in by from or vnder mee, or any of my heyres, execu-

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tors Administrators or assignes, & doe acknowledg hereby to haue given the aboue sayd βmisses, into the possession of the abouesd Thomas Wells, Junjo<sup>r</sup> in witness whereof, & vnto all oth<sup>r</sup> of [141] the aboue mentioned Premisses, I the aboue sayd Thomas Thurly, haue here vnto set my hand & seale/ Dated this Twenty eight of Janvary; one thousand six hundred sixty seaven/

Subscribed sealed & Deliu <sup>er</sup> d	Thomas Thurly ( <sup>his seal</sup> )
in the Prs <sup>en</sup> ce of,	This was acknowledged as the Act
Richard Tharley	& Deed of y <sup>e</sup> sayd Thomas Thar-
his marke <b>T</b>	lay the 7th day of Decemb <sup>r</sup> 1671 :
Fran : Tharlay/	before mee Sa <sup>m</sup> ll Symonds/ -

A true Coppy of this Instrument transcribed out of the originall, & y<sup>e</sup>with Compared this 15<sup>th</sup> Noveb<sup>r</sup> 1673 :

p Edw : Rishworth ReCor :

This Indenture made this 20<sup>th</sup> of Noveb<sup>r</sup> in the yeare one thousand six hundred seaventy Two, between Thomas Withers of Pischataqua in New England of the one Party, & William Addams of ould England on the other Party, witness as followeth, that is to say, that y<sup>e</sup> sayd William Addams by his own Consent doth bind him selfe & appren-

Addams	tise vnto the aforesd Thomas Withers his heyres
Apprentice	executors administrators or assignes or any of
To	them, & to serue as apprentice the full Tearme
Withers	of seaven years, & to doe him all Lawfull & faith full serv-

ice, dureing the sayd Tearme of seaven years & the sayd Withers dpth promiss to provide the sayd Addams, meate drinke Washing, Lodging, & Cloathing, & at the end of the sayd apprentishipe, to haue two sujtes of apparell, & a lot of Land, for his faithfull service/ In witness whereof, Wee

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haue set our hands & seals Interchangably, this 20th of Novebr 1672 :

Signed sealed & delivered,	Thomas Withers ( <sup>his</sup> seal)
In the Prsence of us/	William Addams
Joseph Canny/	Mr Tho : Withers Grants William
Mary Canny her	Addams foure Acers of Land for
marke <i>M</i>	his lot lijng in spruse Cricke,
	neare to y <sup>e</sup> water side/ owned in
	Court y <sup>s</sup> 12 : Novebr 1673 : As
	Attests Edw : Rishworth ReCor :

A true Coppy of this Instrument transcribed out of the originall, this 15th : Novebr 73 : as Attests Edw : Rishworth ReCor :

To all Christean people to whose this Prsent writeing shall Come, Greeteing/ Know yee that I John Morrall of the Town of Kittery Playsterer, for diverse good Causes & considerations mee moueing there vnto, acknowledg mee to haue sould vnto Miles Tomson of Pischataq, & Town of Kittery aforesayd Carpencer, all my meddow & fence lijng & being in bla<sup>t</sup>: Cricke, between the Land of the aforesd Myles Tomson & the vpland of John Heard, of Sturgeon Cricke known by the name of the ould ground poynt, the which Prcell of Meddow I formerly bought of Mr Hattavill Nutter of Douer, as appeareth by a bill of sayle from him to mee beareing date the 14 : Septemb<sup>r</sup> 1668 : All w<sup>h</sup> Meddow & fence, I doe by these Prsents acknowledg to haue sould to the aforesayd Myles Tomson his heyres executors & assigns, to haue & to hould & quietly to possess & Inioy for ever : & further I doe by these Prsents bind mee my heyres executors Administrators & Assignes In the poenall some of fiuteen pounds to saue & keepe harmelese, & from all Clayme or Clames to bee made by John Heard of Sturgeon Cricke, to

Morrall  
To  
Tomson

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y<sup>e</sup> þmises aforesd, his heyres or assignes, I say to mantayn  
& defend the right & quiet possession of the aforesd þmisses,  
to the aforesd Myles Tomson his heyres & assigns for euer,  
in the pœnall some aforesd, as witness my hand & seal this  
Twelth day of May 1673 :

Signed sealed & delivered

John Morrall (<sup>his</sup><sub>seale</sub>)

In y<sup>e</sup> þsence of, Willi : Gowen/

Thomas Abbet/

John Morrall & Sarah Morrall, doe  
acknowledg y<sup>r</sup> Instrument, aboue  
written signed p her husband to  
bee y<sup>r</sup> Act & deed before mee  
Edw : Rishworth Assofe :

A true Coppy of this Instrum<sup>t</sup> transcribed out of the orig-  
inall this 17 : Novb<sup>r</sup> 73 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Abraham Tillton  
with y<sup>e</sup> Consent of Mary my wife, haue for diverse good  
Causes & valewable Considerations mee moueing y<sup>r</sup>vnto, &  
for Twenty two pounds in hand payd & by mee Received,  
haue sold vnto Myles Tomson Senjo<sup>r</sup> & Israell Hodgden in  
Joynt Partnershipe all that Tract of vpland & Meddow  
bought of Nathan Lord, as by a bill of sayle vnd<sup>r</sup> his hand  
beareinge date Octob<sup>r</sup> 31 : 1668 : the vpland Contayneing

Tillton  
To  
Tomson &  
Hodgdon

fourty Acers, & lijng at the East end of the  
heathy Marsh, & w<sup>ch</sup> was granted vnto Renald  
Junkines by the Town of Kittery & stands vpon  
ReCord beareinge Date y<sup>e</sup> 18<sup>th</sup> of Decemb<sup>r</sup> 1672 :

All w<sup>ch</sup> fourty Acers of vpland, with all the Meddow  
belonging to the sayd vpland, & formerly in the possession  
of Renald Jinkine, I haue sould & Deliud vnto y<sup>e</sup> aboue  
sayd Myles Tomson, & Israell Hodgden y<sup>r</sup> heyres & assignes  
for euer : peaceably to bee Inioyed by y<sup>m</sup> & y<sup>r</sup> heyres as  
aforesd with out any molestation from mee my heyres or  
Assignes for euer, as witness my hand & seale this eight

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day of March, & In the yeare of our Lord one thousand six hundred seaventy one seaventy two/

Signed sealed & Deliverd in the      Abra : Tillton (<sup>his</sup> <sub>seale</sub>)

Prsence of us/ Christopher Banefejld/

William Gowine/      The aboue written Instrument was  
owned by Abra : Tillton to bee  
his Act & deede, & consented  
two by Mary his wife this 8th  
day of Octob<sup>r</sup> 1673 : before mee

John Wincoll Assotiate/

A true Coppy of this Instrument transcribed & compared  
p the originall the 17th day of Noveb<sup>r</sup> 1673 : p Edw : Rish-  
worth ReCor :

Know all men vnto whome these Presents shall come, that  
I Joseph Austine of Pischataq doe bargane sell assigne &  
set ouer all my right & title I haue in the sayd  
little Marsh soe Commonly called aboue Stur-  
geon Cricke, with a little house & vpland y<sup>r</sup>vnto  
belonging, as also one thousand fiue hundred  
foote of boards, vnto Anthony Emery of Pischataq aforesayd  
for & in Consideration of Two steers Called by y<sup>e</sup> name of  
draggon & Benbow, with a weeks worke of him selfe &  
other two oxen, w<sup>ch</sup> is to bee done at Cutchecha/ In witness  
of the treuth wee haue here vnto set our hands & seales this  
psent 15th of July 1650 :

Signed in the Prsence of us

Nic : Shapleigh/

Humfrey Chadborne/

Jos : Austine his (<sup>his</sup> <sub>seale</sub>)

Marke **A**

Anthony Emrey his

marke **A**

A true Coppy of this Instrum<sup>t</sup> transcribed & Compared  
by the originall this 17th of Noveb<sup>r</sup> 73 : p Edw : Rishworth  
ReCor :

To all Christean people to whome this Prsent Writeing shall come, James Emery of Kittery In the Prouince of Mayne in New England & Elizabeth his wife sends greeteing in our Lord god Everlasting, know yee that Wee the sayd James & Elizabeth for diverse good Causes & considerations y<sup>v</sup>nto us espetially moueing, & for & in Consideration of y<sup>e</sup> some of fiuety pounds, of lawfull pay of New England by us in hand Received of William ffurbush & Danjell fforgisson of Kittery aforesayd Yeamon, at the sealing & delivery of these Prsents well and truely in hand payd, the receipt w<sup>o</sup>f they the sayd James Emery & Elizabeth his wife doe hereby acknowledg, & thereof & of euery part & Prcell there of, doe fully Clearly & absolutely acquit, exonerate and discharge the sayd William ffurbush & Danjell fforgisson there heyres executors & Administrators and euery of them, And by these Prsents haue granted aliend sould barganed & Confirmed, And by these Presents doe Grant Aliene bargan sell, & Confirme vnto the sayd William ffurbush & Daniell fforgisson, thejr heyres & assignes for euer, one Tract of Land lijng & situate, on the North side of the little Hill Marsh, Joyneing on the West side to Nicho: Frosts Land, & thence North to a saw pitt, [142] which lyeth by the path that goeth to y<sup>e</sup> third Hill, & from thence along by the marked trees vnto the swampe brooke, & from thence to y<sup>e</sup> foote of the third Hill, on the South side of the Hill vnto a brooke that cometh out of y<sup>e</sup> hill pond, w<sup>h</sup> brooke is the Easterne bound of the Tract of Land on the South side with marked trees that deuide Nicho: Frosts Land & Antho: Emerys Land/ as likewise the little round Marsh soe Co<sup>m</sup>anly Called, w<sup>h</sup> was formerly in the possession of Joseph Austine & by him sould vnto Anthony Emery, & by Anthony Emery sould vnto James Emery aboue sayd, both situate & lijng in Kittery afore sayd/ The Tract of Land & March being by Computation about one hundred & fiuety acers, bee It more or less togeather

Emery  
To  
Furbush &  
Forguson

alsoe with all & singular the pastures Coṃanes,  
Common of pasture woods vnderwoods profettes  
Coṃoditys Emoluments & hærdtaments whatso-  
euer to the sayd Premisses or any of them, or to  
any Part or Parcell of them belonging, or in any wise apper-  
taining, or had vsed Demised, occupyd or Inioyed, as part  
pcell or member there of, & alsoe they the sayd James  
Emery & Elizabeth his wife, for the Consideration aforesd  
haue granted barganed & sould, & by these Prsents do grant  
bargan & sell, vnto the sayd Furbush & Daniell Forgisson  
thejr & Assignes, all & singular Deeds, Indentures Counter-  
panes, writeings euidences Prescripts & miniments w'soeuer  
Concerneing onely the Premisses hereby mentioned to bee  
barganed & sould, or onely any part thereof, & w<sup>ch</sup> now are  
in the hand Custody or possession of y<sup>e</sup> sayd James Eemery,  
or Elizabeth his wife or any other Prson, or Prsons by his  
or her delivery or appoyntment, or to his vse, or to the vse  
of the sayd Elizabeth his wife, & which hee may haue  
obtayne or came by with out sujte in Law, all & singular  
which sayd Deeds indenturs Counterpanes writeings Eui-  
dences Prescripts & Iminim<sup>a</sup> soe hereby barganed, & sould  
by the sd James Emery & Elizabeth his wife, hee the  
sayd James Emery & Elizabeth his wife doe hereby grant,  
& agree to deliver or Cause to bee delivered to the sayd  
William Furbush & Daniell Forgisson thejr heyres or as-  
signes at or before the end of one Moenth now next Come-  
ing safe vncancelled, & vndefased as now the same are, to  
haue & to hould all & singular the Premisses, hereby men-  
tioned to bee barganed & sould, & euery of them, with thejr  
& euery of thejr appurtenances, vnto the sayd William Fur-  
bush & Daniell forgisson, & the heyres & assignes of the  
sayd William Furbush & Daniell Forgisson, to the onely  
proper vse & behoofe of the sayd William Furbush & Daniell  
forgisson, & y<sup>r</sup> heyres & Assignes for evermore, the same to  
bee houlden of the Cheefe Lord or Lords of the ffee or fees  
w<sup>of</sup> the p<sup>re</sup>misses haue been houlden by the Rents & scer-

uices therefore due & of Right accostamed, & the sayd James Emery & Elizabeth his wife y<sup>m</sup>selus thejr heyres executors & Administrators doe Couenant & grant to & with the sd William Furbush & Danjell Forgisson thejr heyres & Assigns, & to & with euery of them by these Prsents, that they the sayd william Furbush & Danll Forgisson or thejr heyres & Assigns & euery of them shall & may from tyme to tyme, & at all tymes here after for euer, & after y<sup>e</sup> decease of the sayd James Emery, & Elizabeth his wife, peaceably & quietly haue hould occupy, possess & Inioy all & euery the Premisses with out let Interrvption trouble expulsion or Eviction of the sayd Emery, & Elizabeth his wife, or either of them, or thejre or either of thejr heyres, or thejr or either of thejr bodys begotten or to bee begotten, or any other heyre or heyres of them or either of them, or the heyres of the aforementioned Joseph Austine or Anthony Emery, & with out any Lawfull let trouble Interruption expulsion, or euiction of any other Prson or Prsons whatsoever, now haueing or Lawfully Claymeing to haue, or wch hereafter may haue or lawfully Clayme to haue any manner of estate, Right, Title Interest thing or Demand of in two or out of the sayd barganed Premisses, or any of them by for from or vnder them or any of them, or by thejr or any of thejr meanes Consent or procurement, & freed & discharged, or otherwise with in Convenjent tyme after reasonable request well & sufficiently saued & kept harmeless & Indemnifyd by the sayd James Emery, & Elizabeth his wife thejr heyres executors Administrators, or some or one of them of & from all & all manner of former & other barganes sayls gyfts, grants alienations, estats leases Joynturs Dowers vses wills Entayles & arerages & all manner of Rents, Judgm<sup>t</sup> executions & extents, & from all other titles troubles charges & Incomberances Whatsoever, heretofore had made done Committed omitted or wittingly or willingly suffered or procured, or hereafter to bee had made done comitted wittingly or willingly suffered or procured by the sayd James Emery or

Elizabeth his wife or either or any of them, thejr or either or any of thejr heyres or assignes, or by any other Prson or Prsons whatsoever, by thejr or any or either of thejr means Assent Consents or procurement, or of the heyres of Joseph Austine, or Anthony Emery aforesayd, & the sayd James Emery & Elizabeth his wife, for them selues thejr heyrs executors & Administrators do Covenant & grant to & with the sayd William Furbush, & Danjell Forgisson thejr heyres & Assignes by these Prsents that they the sayd James Emery & Elizabeth his wife shall & will from tyme to tyme, & at all tymes after the Date of these Prsents, at & vpon the reasonable request, & onely cost & charges in the Law of the sayd William Furbush & Daniell Forgisson thejr heyres & assigns or any of them do make knowledg execute & suffer & cause to bee done made knowledg'd executed, & suffered all & euery such act & Acts, thing & things, devise & devises, Assurances & Convayances in the law w<sup>h</sup>soever, which shall bee or may bee for the more better & Prfect assurance & sure makeing, & conuaijng of all & singular the sayd barganed Premisses, & euery part & Prcell thereof with the appurtenances, vnto the sayd William Furbush & Daniell fforgisson, & to the onely proper vse & behoofe of the sd William ffurbush & Daniell Forgisson thejr heyres & Assigns for euer, according to the true Intent & meaning of these Prsents, bee It by fine feoffment recouery, with single or double or more voucher or vouchers, euen deed or deeds Inrowled or not Inrowled/ [143] the Inrowlement of these Prsents, release or Confirmation, with warranty, or without warranty, or by all euery any, or as many of the sayd ways & meanes, as by y<sup>e</sup> sayd William ffurbush & Daniell fforgisson, thejr heyres or assignes, or his or thejr or any of thejr Counsell learned in the law shall bee reasonably demised, aduised & required, soe as for the makeing doeing knowing executeing suffering, or Prformeing such further acts things devises assurances & convayances, or any of them, the Prson or Prsons that are to make such further Assurance by force

of this Covenant or any of them bee not Compelled to travell  
 . about the space of Twenty Miles & more ouer It is Cove-  
 nanted granted & Concluded & agreed vpon by & between  
 all & every of the sayd Partys to these Prsents that all &  
 euery fine Enfeofm<sup>t</sup> recouerys Acts things assurances & con-  
 vayances in the law whatsoeuer here after to bee had made  
 leuyed suffered, executed or Prformed of the sayd Premisses,  
 or any part there of, & w<sup>r</sup> vnto the sayd James Emery, &  
 Elizabeth his wife or either of them, or thejr or either of  
 thejr heyres, or the heyres of the sayd Joseph Austine, or  
 Anthony Emery shall in any wise bee Partje or Partys,  
 voucher or vouchers shall bee Enure & shall bee Demed  
 Construed reputed Ajudged expounded & taken to bee, &  
 Envre to the onely proper vsse & behoofe of the sayd Wil-  
 liam ffurbush & Daniell fforgisson, & of ther heyres &  
 assignes for euer, & to none other vse nor vses Intents or  
 purposes w<sup>t</sup>soeuer, & y<sup>e</sup> sayd James Emery & Elizabeth his  
 wife, do Couenant to & with the sayd William ffurbush &  
 Danjell fforgisson thejr heyres & assignes that y<sup>m</sup> selues thejr  
 heyres executors Administrators shall & will at all tymes  
 hereafter, vpon the request, & at y<sup>e</sup> charges of the sayd Wil-  
 liam ffurbush & Daniell fforgisson thejr heyres or assignes  
 shew or cause to bee shewne forth in any Court of Law or  
 æquity or other place necessary, all bills of sayle Indentures  
 evidences or writeings w<sup>t</sup>soeuer w<sup>h</sup> hee or they shall haue in  
 their hands, or may lawfully come by with out sujte of Law,  
 Concerning the sayd barganed Premisses or any part there  
 of, for y<sup>e</sup> maintenance of thejr estate hereby mentioned, to  
 bee assured vnto them thejr heyres & assignes, & shall &  
 will Prmit & suffer the same to remajne In such Court or  
 place soe long as shall bee necessary in such behalfe, accord-  
 ing to y<sup>e</sup> true intent & meaneing of these Prsents, all thinges  
 here in mentioned & contayned to y<sup>e</sup> Contrary Notwith-  
 standing/ In witness w<sup>o</sup>f the aforesd James Emery & Eliz-  
 abeth his wife to these Prsent Instrument or writeing, or  
 bill of sayle, thejr hands & seals haue put/ Yeoven the

Book II, Fol. 143.

Twenty eight day of february, in the nineteenth yeare of the Reign, of o<sup>r</sup> most gracious Sovereigne Ld Charles the second, by the Grace of God of England Scotland ffrence & Ireland King, Defend<sup>r</sup> of the faith, Anno : Dom<sup>i</sup> : 1667 :

Signed sealed & Deliverd

James Emery (<sup>his</sup> seal)

In y<sup>e</sup> Prsence of us/

The signe of

Richd Allexand<sup>r</sup>/

Elizabeth **S** Emery (<sup>her</sup> seal)

Thom<sup>a</sup> Abbett/

This Deed was acknowledged by

Walter Abett/

James Emery to bee his Act &

Deed in y<sup>t</sup> Court held at yorke

15<sup>th</sup> of Septemb<sup>r</sup> 1668 :

Richd Walden

Elizabeth Emery acknowledgeth In Court this Instrument to bee her Act & Deed, this 11 : Noveb<sup>r</sup> 1673 : as Attests

Edw : Rishworth Re : Cor :

A true Coppy of this Deed of sayle or Instrument aboue written transcribed out of the originall, & thejr with Compared this 24<sup>th</sup> of Novemb<sup>r</sup> 1673 : p Edw : Rishworth

ReCor :


Know all men by these Prsents, that I John Symones of Kittery, yeoman & welthen my wife, for and in Consideration of the some of Tenn pounds In Current pay of New England, in hand paid by Thomas Spinney of y<sup>e</sup> same place, weaver, w<sup>o</sup>f Wee acknowledg our selues fully satisfyd Contented & payd, by these Prsents, haue barganed sould aliend assigned set ouer & Confirmed, & doe by these Prsents bargane sell aliene set over & Confirme unto the sayd Thomas Spinny his heyres executors administrators or assignes a Tract of vpland & swampe Contayneing about Twenty Acers, bee It more or less, & is part & devission of a greater Tract that was in Co<sup>m</sup>an togeather with Daniell Paul & Christean Ramacke, & others granted by the Town of Kittery, & is situate lijng & being

Symonds  
To  
Spinney

vpon y<sup>t</sup> Necke of Land the sayd Spinny now Liueth, & is adioyneing vnto the Land of the sayd Spinny, being bounded by the Land of Stephen Edwards, & the Land of the sayd Daniell Paul & marked on a birch tree, that parts y<sup>e</sup> sd Land, & the Land of the sd Edwards, & soe backward as It hath been layd out, & agreed vpon by & between the sayd Ramacke Danjell Paul & the sd Symmons, vnto the Cricke that is on the backe side there of, with all y<sup>e</sup> trees woods vnderwoods, priuiledges & appurtenances any ways belonging or appertayning there vnto, to bee to y<sup>e</sup> only vse & behoofe of the sd Thom<sup>s</sup> Spynny his heyres executors or assignes for euer to & for noe other vse intent or purpose w<sup>th</sup>soeuer with out the let molestation or disturbance of mee y<sup>e</sup> sd John Symons & Welthen my wife, or heyres executors Administrators or assignes, hereby Covenanting & promissing to & with the sd Thomas Spinny his heyres, executors, Administrators or Assigns that y<sup>e</sup> aboue barganed Premisses at the date here of, to bee free & Cleare from all former gyfts grants barganes sayles, executions Morgages Dowes & Incomberances w<sup>th</sup>soeuer, had made or done by us or either of us, or any from by or vnder us, & y<sup>e</sup> wee will at all tyme & tymes defend the Title of the aboue barganed premisses, against all manner of Prson or Prsons w<sup>th</sup>soeuer/ Herevnto I the sayd John Symones & Welthen my wife, bind our selues heyres executors & Administrators, vnto y<sup>e</sup> sd Thomas Spinny his heyres executors Administrators or assignes, & to euery of them In witness where of, haue here vnto set our hands, & seales, the Twenty third Day of July, one Thousand six hundred sixty & nine, In the 21<sup>th</sup> yeare of y<sup>e</sup> Reigne of our Soueraigne Ld Charles by the Grace of god, King of England, Scotland, France & Ireland, Defend<sup>r</sup> of the faith 1669 :

Signed sealed & Deliuerd  
In the pesence of us  
Elyas Styleman/  
Ric : Stileman/

The signe of John

Symones  (his seal)

The sign of  
Welthen Symones (her seal)

BOOK II, FOL. 143, 144.

Portsmouth 23 : July 1669 : John Symons & Welthen his wife acknowledged this Instrument to bee y<sup>r</sup> free Act & Deed & the sd Welthen at the same tyme did freely render vp her thirds & right of Dower before mee Elyas Stylemā :

Commisso<sup>r</sup>

A true Coppy of this Instrument transcribed & Compared by the originall this 27<sup>th</sup> Noveb<sup>r</sup> 73 : p Edw : Rishworth

ReCor :

Know all men by these Prsents that I John Simmones of Pishaq River of Kittery, doe acquit discharge Thomas Spynny from all debts dues & Demands from the begining of the world to this day/ Dated 28 : of June : 70 :

Witnesse the marke of

James Tommass/

Stephen Robinson/

John Symons  his marke

A true Coppy of this Receipt transcribed out of the originall this 27 : Nöber : 73 : p Edw Rishworth ReCor :

[144] Know all men by these Prsents, that I william Graues of Pischataq doe by these Prsents bind my selfe & my assignes in a bond of eight pounds fueteen shillings vnto Richard White or his Assigns/


Graves Bond  
To  
White

The Consideration of this obligation is such that If the aboue sd William Graues shall pay vnto Rich'd White or his assignes the full & Just some of foure pounds eight shillings, In fish or staues at price current, at or before y<sup>e</sup> first of June next Insewing, at Mr John Brays Landing place, w<sup>h</sup> is the full ballance of all Accopts from the begining of the World to this day, & If y<sup>e</sup> sayd some bee payd, then y<sup>e</sup> aboue sd obligation to bee voyd & of none æffect, If not to

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stand in full force & pouer to all Intents & purposes, as  
witnessed my hand this 2d of Novemb<sup>r</sup> 1672 :

Testes John Penwill/  
John Twisden/

The marke of   
William Graves

I John Davess doe assigne the Tenour of this bill Assign'd  
to mee by or from Richd Whitte vnto Mr Jo: Harvy/ as  
witness my hand this 7 : of Noveb<sup>r</sup> 1673 :

Testes/ Edw : Rishworth/

A true Coppy of this Instrument transcribed out of the  
originall & there with Compared this 28 : Novb<sup>r</sup> 73 :


p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents that I Eliza-  
beth Edwards Widdow for & in Consideration of  
Eliz<sup>a</sup> Edwards the some of Twenty eight pounds of Current pay  
To of New England, In hand before the sealing &  
Furnald delivery of these Presents, well & truely payd y<sup>e</sup>  
receipt w<sup>o</sup>f, I the sd Elizabeth Edwards, doth hereby  
acknowledg & my selfe to bee fully satisfyd & payd, the  
receipt whereof I the sayd Elizabeth Edwards do hereby  
acknowledg, & thereof & of every part & Prcell there of doe  
acquit & discharge John ffurnald of Portsmouth Cordwinder,  
his heyres executors & Administrators & euery of them by  
these Presents for ever : Haue given granted barganed & sould  
& by these Presents doe giue grant bargane sell aliean Infeoffe  
convey release deliver & Confirme vnto the sayd John Fur-  
nald, his heyres executors Administrators & Assigns for  
ever, All that peece or Prcell of Land scituate lijng & being  
in Kittery, at or neare the boyleing Rocke, togeather with  
all houses Edifices, & bujldings, trees woods, & vnderwoods  
Comāns Easements, profetts Commoditys aduantages, Emol-  
um<sup>ts</sup> hēridataments & appurtenances w<sup>o</sup>soeuer, to the sayd  
peece or Parcell of Land & house, lately in the possession o

Stephen Edwards my deceased husband, & contayneth by æstimation Twelue Acers, bee It more or less, as It was bought by my sayd Husband, of James Johnson as by his Deed beareing Date the seaventh day of Aprill one thousand six hundred sixty foure, & alsoe all the Clayme right Title vse possession reuersion Remajnd<sup>r</sup> & deīmand w<sup>soeuer</sup>, from mee the sayd Elizabeth Edwards of in or vnto the sayd Prcell or peece of Land & houses & euery part & Parcell thereof, with thejr & euery of their appurtenances, vnto the sayd John Furnald his heyres, & assignes for euer/ to & for the soole Proper vse & behoofe of the sayd John Furnald, his heyres executors & assignes for euer, & to and for noe other vse intent or purpose w<sup>soeuer</sup>, & the sayd Elizabeth Edwards for her selfe, heyres executors Administrators & assigns, And for all & euery of them doth Couenant promiss & grant to & with the sayd John Furnald his heyres & assignes, and to & with euery of them by these Presents that hee the sayd John firnald his heyers and assignes & euery of them shall & lawfully may from tyme to tyme & at all tymes hereafter quietly & peaceably haue hould vse occupy & Inioy to his & thejr own proper vse & behoofe all & singular the before hereby granted and barganed premisses, & euery part & Prcell there of, with the appurtenances freed acquitted & discharged or otherwise, and sufficiently sauēd & kept harmeless of & from all & all manner of former & other barganes sayles gyfts grants leases Joy<sup>t</sup>ures Dowres & title of Dowres, & from all other titles Troubles Incomberances w<sup>soeuer</sup> had made suffered to bee done, or hereafter to bee had made Committed to bee done by the sayd Elizabeth Edwards her heyres executors or assignes, or any other Prson or Prsons whatsoever lawfully Claymeing from by or vnder her them or any of them (the right & title of the Pattentees onely excepted) And further that the sayd Elizabeth Edwards will deliver vp all writeings concerneing the Premisses fairely written & vncanselled/ In witness whereof the sayd Elizabeth Edwards hath here vnto put her

hand & seale the first day of March one thousand six hundred sixty nine, 1669

Signed sealed & deli-  
 uered in psence of us/  
 John Partridge/  
 Henery Langley/

The signe of Elizabeth <sup>(her</sup>  
 Edwards  <sup>seale)</sup>

Portsmouth the first day of March 1669 Elizabeth Edwards  
 Widdow acknowledged this Instrument to bee her free Act  
 & deede before mee/ Elias Stylemā : Commissio<sup>r</sup>

A true Coppy of this Instrument transcribed out of the  
 originall & there with Compared this 29 : Noveb<sup>r</sup> 1673 :

p Edw : Rishworth ReCor :

Know all men by these Prsents that I Henery Sayword of  
 Yorke, in New England Millwright, for & in  
 consideration of sundrey valewable somes of  
 Money, w<sup>ch</sup> I justly ow & am truely Indebted  
 vnto Symon Lynde of Boston in New England  
 M<sup>ch</sup>ant ; haue & hereby do bargane sell giue grant Assigne  
 Enfeoff & Confirme vnto the sayd Symon Lynde his heyres  
 Executors Administrators, & Assignes, the full and æquall  
 Moeity or halfe part, of all my houseing saw Mill Corne  
 Mill, with all and euery of the saw Mill stoones vtellences,  
 thing or things there vnto belonging, or appurtenances in  
 any kind whatsoeuer/ W<sup>ch</sup> sayd saw Mills are scituate &  
 being at a place called by mee Mousam Mills ; being vpon or  
 neare to the River Co<sup>m</sup>anly called Cape Porpus river, in the  
 bounds of Wells, in New England, together with the full &  
 æquall Moeity or halfe part of all and euery my severall tracts  
 of Lands & Meddows, woods, vnderwoods, tymber, Inlet  
 outletts, grants of Lands, & Comminges priuiledges for  
 Tymber & trees inletts & out letts vpon Rivers benefitts  
 accomodations, profetts thing or things, in what kind or

Sayword  
 To  
 Lynde

nature soeuer, to y<sup>e</sup> same belonging, or appertayneing, or thence of profett to bee had, made or raysed, the afore barganed premisses lijng and being in and about the Town of Wells & Cheefly [145] Lijng between Kenebuncke and Cape Porpus River, in New England, part there of being purchased by mee, & part thereof being given and granted to mee, by the Hono<sup>r</sup>d Generall Court of the Massatusetts Coloney, and by the Town of Wells aforesayd, as by the severall grants, & ReCords thereof may more Prticularly appeare: The several ffarmes & Tracts of Lands and Meddows I Conditionally bought, of Mr Daniell Epps Senjo<sup>r</sup> of Ipswich, Gentlem<sup>n</sup>: being already whooly and fully Assigned & made ouer vnto the sayd Symon Lynde and his heyres & assignes, which I doe acknowledg & assent vnto by these Presents/ To haue & to hould all and singular the aforebarganed Premisses, and euery part & Prcell thereof vnto the sayd Symon Lynde his heyres executors Administrators and Assigns to his & thejr soole vse and benefit for euer; And I the sayd Henery Sayword doe hereby for mee my heyres executors, administrators, Covenant promiss & grant to & with the sayd Symon Lynde, that If the sayd Henery Sayword am before then sealeing and delivery hereof, the true & soole owner, of the afore barganed p<sup>r</sup>misses, and haue in my selfe full pouer, & lawfull right to dispose the same, as aforesayd as an Estate in fee symple, & that the same and euery part & Prcell there of, is free from all former or other Barganes sayles gyfts grants titles Dorys Claymes or Incomberances Whatsoeuer/ And shall and Will warrant & Defend the same & euery part & Prcell there of aganst all Prson or Prsons Whatsoeuer, & shall and Will (If required) giue & pass vnto y<sup>e</sup> sayd Lynde, or his more full and ample Assurance and Confirmation, as In Law and æquity can bee desired or required: Provided always that If I the sd Henery Sayword or my assigns shall Well & truely pay, vnto the sayd Symon Lynde his executors Administrators or Assigns, the severall somes of money, & Ingagem<sup>ts</sup> Which I stand obleiged,

and bound to satisfy, & pay him the sayd Symon Lynde, his executors Administrators or Assignes, W<sup>h</sup> the allowance or Rent for the same: that then this Prsent bargane and sayle shall bee voyd; but If default bee made of all or any of the sayd payments then this Prsent bargan & sayle shall stand & remajne in full force & vertue/ In Witness Whereof I the sayd Henery Sayword, haue here vnto put my hand & seale this secund day of Septemb<sup>r</sup> Anno: Dom<sup>i</sup>: one thousand six hundred seaventy & three/

Signed sealed & Delive<sup>r</sup>d/

Henery Sayword (<sup>his</sup>seale)

In the Prsence of us/

Elisha Odlin/

This Deed of Sayle was acknowledged

Sa<sup>n</sup>iell Lynde/

by Hene: Sayword, this 3<sup>d</sup> of 7<sup>th</sup>

Nathall Lynde/

M<sup>e</sup>enth, 1673: before mee

Symon Willard Assistant:

A true Coppy of this Instrument transcribed out of the originall & there with Compared this 7<sup>th</sup> Janva: 73:

p Edw: Rishworth ReCor:

Know all men by these Prsents, that I Daniell Epps of Ipswich In the County Essex Gentle<sup>n</sup>: haue sett or let, & In Case sould vnto Henery Sayword of yorke, In the County of Yorkeshire Millwright the three Farmes w<sup>h</sup> I bought of Gouch Austine, Mussie, vpland & Meddow, on both sides of Cape Porpus River (commanly soe called) w<sup>h</sup> is in y<sup>e</sup> Town shipe of Wells, in the County of yorke shyre, as alsoe such a part of my purchase that I bought of John & Robert Wadleigh, of Wells, & lieth between the aforesayd Cape Porpus River, & Kenebunke River/ Now It is set or lett, & In Case sould vpon the Conditions following, vidz<sup>t</sup>: And the sayd Sayward is to pay the three next Insewing yeares, the first payment to bee in y<sup>e</sup> yeare 1671: by the last of May eight thousand of M<sup>c</sup>chan<sup>l</sup>ble boards to bee Deliu<sup>e</sup>red at such a Wharffe In

Epps &  
Sayword

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Boston, as I shall appoynt, & soe for the next two yeares the like Number of boards by the yeare w<sup>h</sup> is for rent of the Land/ And then If y<sup>e</sup> aforesayd Sayword shall pay or Cause to bee payd one hundred pound Sterling at Boston In M<sup>r</sup>chantble boards at fiety shillings p thousand/ Then the sayd Sayword is to haue one third part of the aforesd 8000 of boards to bee Deducted out of the rent ; And In Case the next yeare following, hee shall pay one hundred pounds Sterlg : more at Boston In M<sup>r</sup>chantble boards, at fiety shillings p thousand then is another 3d part of the Rent being 8000 to bee alsoe taken off, & If the sixth yeare, w<sup>h</sup> will bee the yeare 1676 : by the last of May, the sayd Sayword shall pay one hundred pounds Sterling more In M<sup>r</sup>chatable boards at Boston at fiety shillings p thousand, then the aforesayd Prcells of Lands, to bee the sayd Saywords his heyres executors administrators & assigns, for him & them to haue & to hould peaceably, & quietly to Inioy, with all the rights, titles, priuiledges according as they are expressed, by the severall Deeds made by the sundry Prsons before mentioned, vnto mee Daniell Epps : And In Case of Non payment of the Rents or principall or both ; then the sayd Lands shall bee returned to y<sup>e</sup> sd Daniell Epps, his heyres executors & assignes ; And the sayd Sayword shall pay vnto y<sup>e</sup> sd Epps or his Assignes, double the some of the Rents, due the whoole six yeares, In w<sup>h</sup> tyme Itt shall bee free to him the sayd Sayword, either to make the purchase, or to pay Annall Rents, all any or either of which Rents or somes are to bee payd at any wharffe in Boston, where the sayd Epps his Assigns shall appoynt : And for the true Prformance of the aforesd Covenant & bargan, Wee the Aforesayd Danjell Epps, & Henery Sayword doe bind our selues, or

heyres executors Administrators & Assigns/ W<sup>r</sup>nto Wee  
haue set our hands & seals, the Twelfth of July i670 :

Subscribed sealed                      Henery Sayword (<sup>his</sup><sub>seal</sub>)

& Delivered, in the Presence of Daniell Epps

of us/ John Hale/ Daniell

Epps Jujo<sup>r</sup>/

**A true Coppy of this Instrument  
transcribed out of the originall,  
this 7th Janv : 1673 :**

p Edw : Rishworth ReCor :

[146] I Daniell Epps of Ipswitch In New England,  
gentle: for & in Consideration of Two hundred & fourty  
pounds, sterlg: to mee in hand payd, by Mr Symond Lynde  
of Boston M<sup>ch</sup>ant the receipt w<sup>of</sup> I doe hereby acknowl-  
edg, & there of, & of euery part thereof, I do clearly acquit  
& discharge, the sayd Symond Lynde his heyres, executors  
& Administrators, haue barganed & sould alien-  
ated assignd & Confirmed, & doe hereby giue  
grant bargane sell assigne Enfeofe & Confirme  
vnto y<sup>e</sup> sayd Symond Lynde his heyres executors Aministrators  
for euer, all my right title Clayme Interest or demand  
Whatsoever, in or vnto the with in mentioned Couenants &  
payments to bee made & Prformed by Henery Sayword or  
his Assignes, or In y<sup>e</sup> default there of or any part there of,  
the three farmes or Tract of Land, mentioned in this with in  
written deed or Covenant, to haue & to hould the within  
mentioned payments or in default there of, the three farmes  
& Tract of Land with in expressed, with all y<sup>e</sup> rights priu-  
iledges appurtenances benefits & profetts there of, made or to  
bee made vnto him, the sd Symond Lynde his heyres, exe-  
cutors, Administrators, or Assignes, & to his & there proper  
vse, benefit & behoofe for euer; And I the sayd Daniell

Epps for mee my heyres executors & Administrators, doe here by Couenant, promiss, & grant, to & with the sayd Symond Lynde, his executors Administrators & Assignes, that y<sup>e</sup> sayd Daniell Epps am the soole & proper owner of the Premisses, before y<sup>e</sup> Insealeing & Delivery here of, & haue in my selfe full pouer & right to bargane & sell the same: & that the with in mentioned estate, & euery parcell thereof is free & Cleare from all former or other barganes sayles, gyfts, Grants, dowrys, titles, or Incomberances w<sup>t</sup>soeuer: & shall & will warrant & Defend the same, & euery part & Prcell there of against all Prson, or Prsons whatsoeuer, any ways lawfully Claymeing, demanding or recouer- ing the same, by vertue or right of any of our Laws now in being, & that I & my wife Elizabeth Epps, shall & will giue & passe more full & ample Assurance, & Confirmation of the Premisses, vnto y<sup>e</sup> sayd Lynde or his Assignes, vpon his or thejr desire, as Law or æquity may require, & shall deliver all the Deeds, & evidences of or touching the Premisses vnto the sayd Symond Lynde or his Assignes/ In witness where of, I haue put my hand & seale this fourteenth day of Decemb<sup>r</sup> one thousand six hundred & seauenty/

Signed sealed & Deliuerd

Daniell Epps (<sup>his</sup>seale)

In the Prsence of us/

John Andrus his marke

IA

Samuell Lynde/

Nathall Soule/

Mr Daniell Epps appeared 15<sup>th</sup> of Decemb<sup>r</sup> 1670 : & acknowl- edged the aboue written to bee his Act & Deed before mee/ Edw: Tyng Assist<sup>t</sup>:

A true Coppy of this Instrument transcribed out of the originall, & y<sup>r</sup>with Compared this 15: Janvary: 1673:

p Edw: Rishworth ReCor:

The Deposition of John Batsone & William Renalds/ ffebru :  
13 : 1666/

These Deponents being at Boston in the fall of  
the yeare 1665: Mr Peter Oliver asked John  
Batsone what was the matter that Thomas Bryan  
& his Partners Could not Inioy that Land &  
houses that the sayd Mr Oliver bought of the sd John Bat-  
sone, with out soe much Complayneing, for they had bought  
the same purchase of him, & honestly payd him for it/ y<sup>e</sup>  
sayd Batsone replyed, that hee heard y<sup>m</sup> find fault with  
nothing but the fish house & Stage, for It was downe/ Taken  
vpon oath this 13: day of ffebru: 1666: before mee ffran :  
Hooke Jus: pe :

A true Coppy of these Depositions transcribed out of the  
originall & y<sup>r</sup>with Compared this 12: ffebru: 1673: p Edw :  
Rishworth ReCor :

Know all men by these Prsents that I John Barret of  
Wells, In the County of Yorke In New England, In Consid-  
eration of the sume of fueteen pounds, to mee In hand payd  
by ffran: Littlefejl Junjo<sup>r</sup>, of the sayd Town, before the  
Insealeing & delivery hereof, the receipt w<sup>o</sup>f, I doe acknowl-  
edg my selfe there with to bee fully Contented & satisfyd,  
haue hereby & doe sell give grant Assigne En-  
feoff & Confirme vnto the sayd Fran: Littlefejld,  
his heyres, executors, administrators & Assigns,  
a Certen Tract of sault Marsh, or Meddow Land,  
Contayneing the full quantity of three Acers, liijng & being  
with in my owne Meddow at the Necke of Land, on the  
North East side of Mr Sañell Wheelewrights Farme, Next  
Adioyning vnto two Acers of the sayd Meddow, which lyeth  
between the sayd three Acers of Meddow, & Webhannet  
River, to runne the whoole breadth of my Marsh aforesd,  
the full breadth from one side there of vnto the other: To

Barret  
To  
Littlefield

haue & to hould the sayd Tract of Meddow, as thus bounded, with all the profetts priuiledges Imunitys & appurtenances whatsoever there vnto belonging, with euery part & Prcell there of as aboue expressed, vnto the sayd Fran : Littlefejl Junjo<sup>r</sup> his heyres executors Administrators & Assignes, for his & y<sup>r</sup> proper vse & benefit for euer ; And I the sayd John Barret doe couenant & promiss to & with Fran : Littlefejld, that y<sup>e</sup> I sd Barret haue full & lawfull right & pouer to dispose of the Marsh aforesd, & that y<sup>e</sup> same & euery part y<sup>o</sup>f is free from all former & other Grants, bargans, Clayms, Gyfts, Titles, or Incomberances w<sup>soeuer</sup>, & shall warrant & defend the same, & euery parcell & part there of, against all Prson & Prsons whatsoever/ In witness w<sup>o</sup>f, vnto all & euery of the Premisses aboue written, I haue herevnto set my hand & seale this 28<sup>th</sup> day of Febru : 1673 :

Signed sealed & Delivered

John Barret (<sup>his</sup>seale)

In the Prsence of

John Manning/

John Eaton/

John Barret & Elizabeth Barret his wife do acknowledg this Instrument aboue written to bee y<sup>r</sup> Act & deed this 4<sup>th</sup> day of March 1673 : before mee Edw : Rishworth Assofe

A true Coppy of this Instrument aboue written transcribed out of y<sup>e</sup> originall & there with Compared this 7th day of March 1673 : p Edw : Rishworth ReCor :

Know all men by these Presents that I John Barret of Wells In the County of Yorke In New England, In Consideration of the some of seaven pounds to mee in hand payd by Fran : Littlefejld Junio<sup>r</sup> of the sayd Town, before the Insealeing & delivery hereof, the receipt w<sup>o</sup>f I doe acknowledge, my selfe therewith to bee fully Contented & satisfyd, haue hereby & doe sell giue grant assigne Enfeoff, & Confirme, vnto the sayd Fran :

D<sup>no</sup>

To

D<sup>no</sup>

Littlefejd his heyres executors Administrators, & assignes, a Certen Tract of sault Marsh, or Meddow Land, Contayneing the quantity of three Acers lijng at or neare vnto y<sup>e</sup> River Ogunquet, bounded on the North East side there of with the Marsh of Francis Backus & on the Westermost side lijng next Adioyning vnto a Prcell of Marsh of ould Goody Littlefejlds, with all the profetts priuiledges, imunitys & appurtenances, there vnto belonging, with euery part & Prcell there of as aboue expressd, vnto the sayd Fran: Littlefejd Junjo<sup>r</sup>, his heyres executors Administrators & assignes for euer, for his & there proper vse & benefit/ And I the sayd John Barret doe Couenant & promiss to & with Fran: Littlefejd, that I the sayd Barret haue full & lawfull right, & pouer to dispose of the Marsh aforesayd & that the same & euery part thereof is free from all former & other grants barganes sayles gyfts titles or Incomberances whatsoever, & shall warrant & defend the same, [147] & euery part thereof, against all Prson & Prsons whatsoever/ In witness w<sup>o</sup>f, vnto all & euery of the Premisses aboue written, I haue here vnto set my hand & seale this 28<sup>th</sup> day of Febru: 1673 :

Signed sealed & delivered

John Barret (<sup>his</sup>seale)

In the Prsence of  
John Manning/  
John Eaton/

John Barret & Elizabeth his Wife,  
doe acknowledg this Instrument  
aboue written to bee there Act  
& Deed, this 4th day of March  
1673: before mee Edw: Rish-  
worth Assofe/

vera Copia of this Instrument aboue written transcribed  
out of the originall & y<sup>r</sup>with Compared this 7th day of March  
1673: p Edw: Rishworth ReCor:

Know all men by these Prsents, that I Peter Weare Senjo<sup>r</sup>,  
of Cape Nuddacke in y<sup>e</sup> Townshipe of Yorke, In New Eng-  
land, in the County of Yorke, for & in Consideration of the

some of Twenty pounds, to mee In hand payd by James Jackson, resident & Inhabitant of the sayd place, before the Ensealeing & delivery hereof, the receipt w<sup>of</sup> I doe acknowl-  
edg my selfe there with to bee fully Contented, & satisfyd,  
haue hereby sould & doe sell, giue grant assigne Enfeoff &


<p>Weare To Jackson</p>	<p>Confirme vnto the sayd James Jackson his heyres executors Administrators &amp; Assignes, a Certen Tract of fresh Meddow or Meddow Land lijng &amp; being on the South East side of that fresh Meddow being on the North West side of Wells path, Commanly Called by the name of Cape Nuddocke Marsh, Contayneing the quantity of eight Acers bee It more or less, being the halfe Coue of Marsh, bounded from a Whitte burch marked, lijng between Wells path &amp; the lower end of Jeremiah Sheeres his Marsh, &amp; from thence to a bound stake in the Mossy Marsh, &amp; from thence directly vnto y<sup>e</sup> second Ysland, &amp; soe to a small burch standing vpon the vpland on the West side of Wells path, alsoe includeing Certen Coues of Marsh lijng on the Southermost side of y<sup>e</sup> sd Ysland, as alsoe a small Tract of swampe lijng between Wells path &amp; the sd Meddow, Contayneing two or three Acers being more or less; To haue &amp; to hould the sayd Tracts of Meddow as aboue bounded, with all the profetts priuiledges imunitys, &amp; appurtenances w<sup>soeuer</sup>, is therevnto belonging or in any wise app<sup>t</sup>ayneing, with every part &amp; Prcell there of as aboue expressed, vnto the sayd James Jackson his heyres, execu- tors, Administrators, &amp; assignes for euer, for his &amp; there proper vse &amp; benefit for euer; And further I the sayd Peter Weare Senjo<sup>r</sup>, doe Covenant, &amp; promiss, that by vertue of Twenty years possession, &amp; of a Legall grant Given mee by the Town of Yorke, haue full &amp; Lawfull right &amp; pouer to dispose of the Marsh aforesd, &amp; that y<sup>e</sup> same is free, &amp; euery part there of Cleare from all former Grants, Gyfts, titles, Clames, or Incomberances, made by my selfe, or any of mine/ And shall &amp; doe stand hereby Ingag'd to warrant, &amp; defend, the same, &amp; euery part &amp; Prcell there of, against all</p>
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Prson or Prsons Whatsoever, intending or Pretending any Clayme, right, or Title there vnto from my selfe, or any of mine, from, by, or vnder mee/ prouided always that y<sup>e</sup> sayd Jackson shall bee lyable to pay such acknowledgmts & Cheefe Rents to y<sup>e</sup> proprietor as my selfe & other Prsons shall doe, w<sup>n</sup> they are Legally demanded/ In witness w<sup>o</sup>f, vnto all & euery of the premisses with in written, I haue here vnto afixed my hand & seale this eleventh day of March one thousand six hundred seaventy three or seaventy foure/ 1674

Peter Weare Senjo<sup>r</sup> (<sup>his</sup> <sub>seale</sub>)

Signed sealed & delivered

In the Prsence of/

James Grant his marke 

Andrew Everest/ James Jackson being in possession of the sd Tract of Meddow, y<sup>e</sup> last yeare by cutting the same, I do own it as a Legall possession by mee Peter Weare given to him

Mr Peter Weare owneth this Instrument aboue written to bee his free Act & deed this 11<sup>th</sup> of March 1674 before mee

Edw : Rishworth Assofe :

Mary the wife of Peter Weare Senjo<sup>r</sup>, doth owne this Instrument made by her husband to James Jackson to bee her free Act & Deede before mee this 26 : of April : 74 :

Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed out of the originall, & there with Compared this 12<sup>th</sup> : day of March 1674

p Edw : Rishworth ReCor :

To all Christean people, to whom this Prsent writeing shall Come/ Thomas Firnald of Kittery in the County of Yorke shippwright, & temperance his wife sendeth Greeting/ Know yee that I Thomas firnald & temperance my wife, for & in Consideration of the naturall affection loue & good

Will w<sup>h</sup> Wee doe beare vnto o<sup>r</sup> beloued brother William Firnald of the same Kittery shippwright, as alsoe for the fullfilling of the last Will of o<sup>r</sup> Dere father Renald Firnild deceased, & other good Reasons y<sup>v</sup>nto Moueing by these Prsents haue given granted aliend Assignd Enfeoffed Con-  
vayed released delivered & Confirmed, & doe by these

Fernald To Fernald	Prsents giue grant aliene Assigne Enfeoffe, Con- vay release deliver & Confirme, vnto the sayd William Firnald, his heyres executors Adminis- trators & assignes, All that Ysland lijng & being in the Townshipe of Kittery aforesayd, near Adioyneing vnto the Ysland the sayd Thomas ffrnald & temperance now Liueth on, being parted by a water that Runneth from the Mayne River of Pischataq, into a branch of the same, betwixt y <sup>e</sup> sayd Ysland & the Mayne, Called Crooked Layne, or being soe Called It selfe w <sup>h</sup> sayd Ysland, is Comanly Called or knowne by the name of Lay Clayme, or by w <sup>t</sup> other name or names Whatsoever, together with all trees Woods vnderwoods, Comones Easements profetts Com- moditys Emoluments & Advantages, to the same belonging appendent, or apprtayneing to the sayd Ysland: To haue & to hould vnto the sayd William Furnald, his heyres execu- tors Administrators & Assignes for ever, the before hereby given, & granted Premisses, with the app'tenances & euery part & Prcell thereof, to bee to the onely vs <sup>e</sup> & behoofe of the sayd William Furnald, his heyres & executors, & euery of them to vse haue occupy, & Inioy without the lett hinder- ance Molestation or disturbance of us the sayd Thomas Fir- nald, & temperance our heyres, executors Administrators or Assignes or either of us, or them, free & Clere, & freely & Clerey acquitted, & exonerated, from all former & other Gifts Grants Morgages sayles Joynters Dowers or Title of Dowers of Temperance now wife of the sayd Thomas Firnald Charges Troubles, & Incomberances Whatsoever, had made Committed suffered, or done by the sayd Thomas & temper- ance, thejr heyres or Assigns or any of them, & the sayd
--------------------------	--

Thomas & Temperance his Wife, the sayd Premisses before hereby given, & granted, & euery part & Procell there of with the appurtenances against them the sayd Thomas Firnald, & temperance his wife & y<sup>r</sup> heyres, executors Administrators & Assignes, against all & euery of them Claymeing any Estate right Title or Interest of in to or out of the Premisses, or any part or Parcell there of, shall & will warrant & defend for euer by these Prsents, the sayd William Firnald his heyres executors Administrators or Assignes paijng or Cause to bee paid his proportion of the Rent to the Lord propriotor If demanded, and saue and keepe harmeless, the sayd Thomas firnald his [148] heyres & executors for euer/ And here vnto the abouesayd Thomas firnald, & Temperance his Wife doe bind them selues, thejr heyres executors & Administrators, vnto the sayd William Firnald his heyres and Assignes/ In Witness Whereof, haue to these Prsents, put to thejr hands & seales the Ninth day of Septemb<sup>r</sup> One thousand six hundred seaventy one/ 1671 :

Signed sealed & Delivered	Thomas firnald	(his seal)
In y <sup>e</sup> Prsence of us/	Temperance ffurnald	(her seal)

The signe *H* of Geo :

Harrisse/

Elyas Styleman

The 9<sup>th</sup> of Septemb<sup>r</sup> 1671 : Thomas firnald & temperance his wife, acknowledged this Instrument to bee thejre free Act & Deed before mee Elyas Stylemā :

Comisso<sup>r</sup>

vera Copia of this Instrument aboue written, transcribed out of the originall & there with Compared this 21<sup>th</sup> day of March 1674

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Richd Burgess of Yorke, In Consideration of the sume of fourty shillings, by mee Received of Edw : Start of the sayd Town fisherman

deceased, where with I am fully Contented payd & satisfyd,  
doe hereby give grant, Enfeoff, & Confirme, & by these  
Prsents haue given granted Enfeoffed, & Confirmed, vnto  
Thomas Start, the onely sun of the aforesayd Edw: Start  
deceased, a Certen Tract or Prcell of vpland,  
Burgess  
To  
Start  
abutting vpon Yorke River, & lijng & being, &  
next Adioyneing vnto the Land of ould Robert  
Knight where hee last lived, part of w<sup>h</sup> land  
since being possessed by Rowland Young Junjo<sup>r</sup>, being on  
the Eastermost side of the sayd Land, & the sayd Land on  
the West Contayneing the full quantity of eighteen Acers of  
Land bounded betwen the Land aforesd of Rowland young,  
& from thence runneing along by the River side vnto the  
bounds of that Land of Hene: Lynns of the Westernmost  
side thereof, & soe backe into the Woods from the Wester-  
most side of Rowland Youngs home lot close from that  
small brooke where the spot of pines formerly stood, till the  
full quantity of eighteen Acers bee Completed: To haue &  
to hould the sayd Tract of vpland with all the priuiledges &  
appurtenances there vnto belonging, from mee the sd Richd  
Burgess my heyrs & assigns, vnto him the sayd Tho: Start  
his heyres & assigns for euer/ hereby Ingageing to defend  
the Title & Interest thereof from all Prsons whatsoever,  
from by or vnder mee/ In witness w<sup>of</sup> I haue here vnto sett  
my hand & seale, this 24th day of Febru: 1673:

Testes/

John Davess/

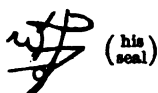
William Johnson

his marke



Richard Burgess his

marke



Richard Burgess owneth this Instru-  
ment aboue written this 24th of  
Febru: 73: to bee his free Act &  
Deede, before mee Edw: Rishworth  
Assofe:

A true Coppy of this Instrument transcribed & Compared  
with y<sup>e</sup> originall this 7th day of Aprill 1674:

p Edw: Rishworth ReCor:

Know all men by these Prsents, that I John Bates of Wells, in the County of Yorke in New England, for diverse good Considerations, w<sup>th</sup> I doe acknowledg my selfe to bee fully Contented & satisfyd, by  
 Bates  
 To  
 Fryer  
 Mr Natha<sup>l</sup> Fryer of Portsmouth in the River of Pischataqua, before the Insealeing & delivery here of, do hereby giue grant bargan Assign & Confirme from mee my heyres executors administrators & assigns vnto the sd Nath<sup>l</sup> Fryer his heyres executors administrators & assigns, a Certen Tract of vpland Contayneing the quantity of about one hundred & twenty or thyrtty Acers more or less, liing & being in the sayd Town of Wells, fronting against the Land of Mr Sam<sup>l</sup> Wheelwright, bounded on East side by the Land of John Trott, & on the Westernmost side by the Land of William Hammonds, with a small house or Tenement vpon it, with all the profetts priuiledges Immunitys & appurtenances w<sup>th</sup>soever there vnto belonging, with euery part & Parcell there of as aboue expressed, vnto the sayd Nath<sup>l</sup> Fryer his heyres executors Administrators & assignes for ever, & for his & there proper vse & benefit; And I the sayd John Bates doe Covenant & promiss to & with Nath<sup>l</sup> Fryer, that I the sd Bates haue full & lawfull right, & pouer to dispose of the Land aboue sayd, & that the same & euery part y<sup>o</sup>f is free from all former & other grants, bargans Clayms Gyfts titles or Incomberances what-soeuer/ & shall warrant & Defend the same, & every part there of against all Prson or Prsons w<sup>th</sup>soever/ In witness to euery of the Premisses aboue written, I haue herevnto set my hand & seale this first day of Aprill 1674 :

Signed sealed & deliverd

John Bates (<sup>his</sup> <sub>seale</sub>)

In the Prsence of/

John Bates owneth this Instrument

George Broughton

to bee his free Act & Deed, 1 :

Jonathan Hammonds/

Aprill : 74 : before mee

Edw : Rishworth Assofe

A true Copy of this Instrument transcribed, out of the originall, & there with compared this 7th Aprill : 74 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Henery Sayword of Yorke, In the County of yorke Millwright, for diverse good Considerations there vnto mee moueing, doe give grant aliene & Confirme, vnto Mr Nathāll Fryer of y<sup>e</sup> Great Ysland, in the River of Pischataq M<sup>r</sup>chant and  
 Sayword  
 To hereby haue given granted aliend & Confirmed  
 Fryer from mee my heyres executors Administrators &

Assignes vnto the sd Na<sup>l</sup>l Fryer his heyres executors Administrators & assignes for ever, for his own proper vse & behoofe, a Certen Tract or Prcell of vpland & swampe Contayneing three hundred & seaventy Acers, in the whoole, being 350 Acers of vpland & about 20 Acers of Grasy swampe, lijng & being on the South west side of yorke River (adjoyneing to that Tract of Land which was formerly Thom<sup>s</sup> Beesons on the Southermost side y<sup>e</sup>of, & now y<sup>e</sup> sayd Land is in the possession of Edw : Rishworth) according to a grant made to the sd Henery Sayword by the Town of yorke, beareing date the second day of March one thousand six hundred sixty fve: To haue & to hould the aforesayd Tract of Land according to y<sup>e</sup> Conditions by Henery Sayword made with the sayd Town, with all the profets priuiledges immunitys & appurtenances Whatsoever, belonging or any wise app<sup>t</sup>ayneing y<sup>e</sup>vnto: to y<sup>e</sup> sayd Na<sup>l</sup>l Fryer his heyres executors administrators & assignes from mee my heyres executors Administrators & Assigns for ever; And doe further Covenant & promiss that y<sup>e</sup> sd Land is free, & Cleare from all Troubles, Titles, Clam<sup>s</sup> & Incomberances whatsoever/ And to defend the right & Title thereof, from all Prsons whatsoever, by, from, or vnder mee, vnto the sayd Na<sup>l</sup>l Fryer his heyres & Ass<sup>i</sup> for ever/


The Condition of this Deede of Sayle grant or Morgage is such, that If the sayd Henery Sayword shall pay or Cause to bee payd, deliver or Cause to bee delivered, Twenty eight thousand foote of good M<sup>r</sup>chtable pine boards, at some Conuenjent Landing place at Newgewanacke, at or before the Twentieth day of June next Insewing, then this deede of

sayle grant or Morgage is to bee of noe æffect, nor [149]  
stand of any valew/ If not Prformed, then to bee & remajne,  
& stand in full force æfficacy & pouer as all other Deeds  
doe, vnto all Intents & purposes whatsoever/ as witness my  
hand & seale this 17th day of Aprill 1674 :

Signed sealed & Delivered/ Hene : Sayword (<sup>his</sup><sub>seale</sub>)  
In the Prsence of/ Henery Sayword doth acknowledg  
Edw : Rishworth this Instrument to bee his Act  
Susanna Rishworth/ & deede this 17<sup>th</sup> day of March  
1674 before Edw : Rishworth  
Assoße/

A true Copy of this Instrument transcribed out of y<sup>e</sup>  
originall this 17th day of Aprill 1674 : p Edw : Rishworth  
ReCor :

These psents witnesseth, that I Henery Watts of Blacke  
Poynt alias Scarbrough, in the village Wee Call Cockell, doe  
give & grant bargane & sell vnto Ralph Allison of y<sup>e</sup> same,  
place the one halfe of the Plantation w<sup>ch</sup> now the sayd Watts  
doth liue, with halfe of the Mill being mantayned at æquall  
Costs, & If the sd Watts & the sd Allison should part then  
the sayd Watts doth reserue to him selfe, the  
Land that was formerly in Tillage, & when Watts  
shall dy, the sayd Allison is to haue the whoole  
plantation to him & his heyres for ever/ In wit-  
ness here vnto I the sayd Watts haue here vnto set my hand  
& seale this tenth day of Aprill Anno Dom<sup>i</sup>: 1673 :

Signed sealed & delivered p mee Hene : Watts/ (<sup>his</sup><sub>seale</sub>)  
In the Prsence of/  
Ann Dixon her marke  Henery Watts doth acknowl-  
Mathew Allanson/ edg this Instrument to bee  
his Act & Deed this 3<sup>rd</sup> of  
Aprill : 1674 : before mee  
Edw : Rishworth Assoße

BOOK II, Fol. 149.

A true Coppy of this Instrument transcribed out of y<sup>e</sup>  
originall & there with Compared this 18 : of Aprill 1674 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Fran : Littlefejl  
of Wells Junior in New Eng<sup>d</sup>land, In Consideration of a  
valeurable sume of fueteen pounds to mee in hand payd  
before the Insealeing & delivery hereof, the receipt, w<sup>of</sup>, I  
doe acknowledg my selfe there with to bee fully contented  
& satisfyd, by my brother in law Peter Cloyse liueing & res-  
ident in the same Town, haue & hereby doe sell  
Littlefeild  
To  
Cloyse  
giue grant Assign Enfeoff & Confirme vnto y<sup>e</sup> sd  
Peter Cloyse his heyres executors Administrators  
& Assignes, a Certen Tract & Prcell of vpland  
lijng & being on the westermost side of that River Called by  
the name of Webhannet River, at the Falls w<sup>on</sup> the sayd  
Fran : Littlefejl hath bujlt a Saw Mill neare vnto his dwell-  
ing house, w<sup>ch</sup> formerly was the Interest of his father  
Edmund Littlefejl deceased, the full breadth of vpland  
Contayning thyrty foure pools & an halfe, from a Marked  
Red oake Tree at & neare vnto a bridge next vnto a Lott of  
Fran : Littlefelds Senio<sup>r</sup>, on the Eastermost side thereof,  
and from thence a Twart the sayd Land, w<sup>on</sup> now Peter  
Cloyse liueth, & hath bujlt an house, vnto the bounds of  
that Land formerly Edm<sup>d</sup> Littlefejlds deceased ; & now in  
the possession of the aforesd Fran : Littlefejl Juio<sup>r</sup>, going  
down Towards the sea, South Eastwardly, to the fence a  
small distance below the high way, & soe to runne backe  
into the Woods soe fare in distance & length vpon the same  
Lyne as the Lotts of y<sup>e</sup> Town doe extend (excepting the  
Hill on the Southerly side of the River, to runne against w<sup>r</sup>  
the Mill standeth, reserving one poole & an halfe vpwards  
for an high way for his owne proper vsse/ In w<sup>ch</sup> bounds  
that small Prcell of March lying on the West side of Web-

hannet River is Included, & a Convenjent high way for Town & Countrey, Reserved towards Newgewanacke/

To haue & to hould the sd Tract of Land as thus bounded, with all the profetts priuiledges Imunitys & appurtenances w'soeuer, there vnto belonging, with euery part & Prcell thereof as aboue expressed, vnto the sayd Peter Cloyse his heyres executors administrators & assignes for his & there soole proper vss & benefit for euer: And I the sayd Fran: Littlefejd doe Covenant & promiss to & with Peter Cloyce that hee the sayd Francis hath full & Lawfull right & pouer to dispose of y<sup>e</sup> Lands aforesayd, & that y<sup>e</sup> same & euery part there of, is free from all former & other Bargans sayls gyfts Claimes titles or Incomberances w'soeuer, & shall warrant & defend the same, & every Prcell & part thereof against all Prson or Prsons whatsoever/ In witness w'of, vnto all & every of the Premisses aboue written, I haue here vnto afixed my hand & seale this sixth day of Febru: 1673: Anno Dom: 1673:

Signed sealed & Delivered/	ffran: Littlefejd ( <sup>his</sup> seal)
In the Prsence of/	ffran: Littlefejd Junjo <sup>r</sup> acknowl-
Edw: Rishworth/	edged this Deede, & delivered
Roger Playstead/	it as his Act this 2und of Aprill
	1674 before mee

Richard Walden Commissio<sup>r</sup>

Meribah Littlefejd, the wife of Fran: Littlefejd Junjo<sup>r</sup>, owned this Instrum<sup>t</sup> to bee her free Act & Deede this 6: of Aprill: 74: before mee Edw: Rishworth Assotiate/


A true Copy of this Instrument transcribed out of the originall, & there with Compared, this 18<sup>th</sup> day of Aprill: 1674: p

Bee It known vnto all men by these Prsents, that I william Oliver of Smuttinoss Ysland, of the Ysles of shoals, for and

Oliver  
To  
Goodhue

in Consideration of seaventy eight pounds, to mee In hand payd by Deacon William Goodhew of Ipswich, In the County of Essex, the receipt whereof & of euery part thereof, I doe acknowledge & therewith fully satisfyd, contented and payd, Haue given granted barganed sould Enfeoffed aliend made ouer, and Confirmed, And by these Prsents doe fully Clearely, & absolutely giue grant, bargan sell Infeofe aliene and fully make ouer and Confirme all that my house & land, broake vp and vnbroake vp, Contayneing fuety Acers bee It more or lesse, with all & singular the appurtenances, and priuiledges there vnto belonging, being the Moety, & one halfe of a Prcell of Land, granted by the Town of Kittery vnto Charles Frost, situate lijng & being within the Town or Lymits of the sayd Kittery bounded the whoole hundred Acers by the Lands of William Furbush towards the West, & the Lands of James Heard towards the East, haueing a little Cricke on the North, and the River on the South: To haue and to hould, & quietly and peaceably to Inioy, all the sayd Houseing & Land, and Premisses vnto him the sayd Goodhue, his heyres and Assigns for ever; And the sayd Willia<sup>r</sup> Oliver for him selfe, his heyres executors & Administrators, doth Covenant promiss and grant, [150] to & with the sayd William Goodhue his heyres & assignes to warrant the sayle of the Premisses to bee firme, & good and free and freely discharged of & from all former sayles, Morgages, Dowers, or other Intanglements w<sup>ts</sup>oeuer, and at the tyme of the sayle hereof, that hee is the true owner & possessor of the barganed premises, and hath full pouer, good right, and lawfull authority, to alienate passe ouer and make sayle of them, & that the sayd William Goodheu his heyres & assignes shall & may for ever hereafter haue and Improue all the sayd barganed Premisses, to his & there owne proper vse, behoofe & benefit foreuer, with out any let hinderance or denyall, of mee the sayd William Oliver mine heyres and assignes, or any other Prson or Prsons Whatsoeuer, pro-

vided always that If the sayd William Oliver his heyres ex-  
 cutors or Assignes, shall pay or Cause to bee payd vnto y<sup>e</sup>  
 sd William Goodhiue, his heyres and Assignes the full some  
 of seaventy eight pounds, as followeth vidz<sup>t</sup> nineteene pounds  
 tenn shillings a yeare, for foure yeares next Comeing, after  
 the date here of In M<sup>c</sup>chantble Cod fish, at Current price, &  
 what wants of M<sup>c</sup>chantble, to bee payd In M<sup>c</sup>chadle refuge  
 fish, at nine shillings p Kynt<sup>n</sup> vntill the some of the sayd  
 seaventy eight pounds bee fully payd, the first payment to  
 bee payd In June next: That then this bargane & sayle to  
 bee voyd, & of none æffect, otherwise to stand remajne &  
 abide In full force strength & vertue/ In witness Whereof I  
 the sayd William Oliver haue herevnto put my hand & seale,  
 this 17th day of March Anno Dom<sup>i</sup>: 1673 :

Signed sealed & Delivered/	The Marke of William
In the Prsence of/	Oliver/  (his scale)
Robert Lord/	William Oliuer acknowledged this
Joseph Lord/	writing to bee his Act & Deede
	this 27th of March 167 $\frac{1}{2}$ before
	mee Daniell Denison/

A true Coppy of this Instrument aboue written transcribed  
 out of y<sup>e</sup> Originall this 2und day of May 1674

p Edw : Rishworth ReCor :

October first : 1663 :


Know all men by these Prsents, that I Anthony Emery of
Kittery, for & in Consideration of my loue &
Emery naturall affection to my sun James Emery, haue
To given, & doe hereby give vnto my sayd sun
Emery James a peece of Marsh or Meddow liijg &
being neare a pond Called by the Name of Yorke Pond,
with Twenty Acers of vpland Joyneing to the North side of
the sayd Meddow, to him my sayd sunn James Emery & his
heyres for ever, & I the sayd Anthony doe acknowledg, that

haue given my sun James full possession of the sayd Land/  
In witness here of I haue set two my hand/

Witnesse here of/

Anthony Emery his

John Emery Senjo<sup>r</sup>

marke/ 

John Emery Junjo<sup>r</sup>/

A true Coppy of this Instrument or writeing transcribed  
out of the originall, & therewith Compared this 5th day of  
May, Anno : Dom̃ : 1674 : p Edw : Rishworth ReCor :

Bee It known vnto all men by these Prsents, that I  
Anthony Emery of Portsmouth vpon Road Ysland, doe  
acknowledg y<sup>t</sup> I doe hereby fully release, & acquit my sun  
James Emery of Kittery from the bond of a Prcell of Land,  
w<sup>ch</sup> was formerly my Land, sould by mee to my sayd sun  
James, & made ouer to mee for my security, as appeareth

Emery  
To  
Emery

by a bond extant in my hand ; I doe hereby giue


my sayd sun James Emery full lyberty to dis-  
pose of the sayd Land, & doe hereby release the

sayd Land from y<sup>e</sup> sd Mortgage : The sayd Land


is a Prcell of Land at Could Harbour in Kittery w<sup>ch</sup> was my  
situation whereon my house stood, & I doe hereby acknowl-  
edge that I haue Received of Abra : Conley in the behalfe of  
my sun James, for the sayd Land, the full & Just some of  
Thyrty & fiue pounds, sterling/ In witness hereof I the  
abouesayd Anthony Emery haue set two my hand, this  
Twenty fourth of Septemb<sup>r</sup> one thousand six hundred seav-  
enty three/

The marke of Anthony

Witness here of/

Emery/ 

The marke of Edw :

Hays/ 

The marke of

Stephen Jenkines/



A true Coppy of this Instrument or  
Receipt transcribed out of the  
originall & there with Compared  
this 5<sup>th</sup> day of May 1674 :

p Edw : Rishworth Re Cor :

From Patoxon in Mary Land Aprill : 28 : 1673 :

Loueing brother Charles/

My kind loue to you & your wife & little ones trusting in Almighty these Lynes will find you in health, as I my selfe am at Prsent, & haue been euer since my departure from you thanks bee to god for his Prserueing mercy therein ; I haue sent you foure letters before thi . & could not as yet vnderstand whither you haue received any one of them/ I doe wonder at it/ I was doubtfull you had been all dead, or your Rivers frozen vp, that you Could not come . . put a letter on board, w<sup>n</sup> soe many oportunitys haue Prsented, or y<sup>t</sup> you had forgotten m . I haue sent you by Christopher Addams, two Rowls of Tobā : Weighing about sixty pounds/ W<sup>h</sup> If come to your hands, I pray you dispose of for money/ I did send you some by Mr Be . ter, & thought to haue sent more, but haue otherwise ordered It/ Wee are ready to sayle & haue been Laden this 10 : days, but our M<sup>r</sup>chant hath not finished his bussiness ; Wee are Informed of some dutch Privaters y<sup>t</sup> are vpon this Cost ; I wish they may not Cause us to goe to some port Contrary to our orders/ I pray you Prsent my sceruiice to Mr Vaughan, & my loue to all my relations as well in Boston as with you, soe hoping to see you in due tyme I Committ you to y<sup>e</sup> protection of god, & remajne your Loueing brother till death/

Nic<sup>o</sup> Frost  
To  
Frosts & Leigh-  
tons Children

I doe request you in case of      Nicholas ffrost  
Mortality, that I neuer re-  
turne home, that all that  
you haue in your hands, as

Well Lands as other estate, bee deuided  
æqually between yō<sup>r</sup> children & brother  
Leightons, when of age, w<sup>h</sup> is desired  
by your bro<sup>r</sup> N : ff :

A true Coppy of this letter transcribed out of the originall  
& there with Compared this 16 : day of May : 1674 :

p Edw : Rishworth Re : Cor :

Know all men by these Prsents, that I Natha<sup>n</sup> Fryer of  
 Portsmouth M<sup>r</sup>chant In Consideration of Twenty  
 Fryer  
 To  
 Scammon  
 foure pounds in hand payd by Humfrey Scammon, the receipt I acknowledg, & am fully satisfied Contented & payd, haue barganed & sould, & doe by these Prsents bargane sell aliene Assigne set ouer & Confirme, vnto the sayd Humfrey Scammon his heyrs & Assigns a Certen Tract of vpland contayneing about one hundred & Twenty or Thyrtty Acers bee It more or less, with a small house or Tenement vpon It scituate lijng & being in the Town of Wells, fronting against the Land of Mr Samuell Wheelewright, bounded on the East side by y<sup>e</sup> Land of John Trott, & on the Westermost side by y<sup>e</sup> Land of William Hamonds, togeather with [151] all y<sup>e</sup> profitts priuiledges & appurtenances there vnto belonging, or any wise app<sup>r</sup>tayneing To haue & to hould the aboue sd hereby barganed Premisses, with the appurtenances, to him the sayd Humfrey Scammon, his heyrs executors administrators or assigns for euer/ Which sayd Premisses was lately in the Tenour & Occupation of John Bates/ & the sd Nath<sup>n</sup> Fryer doth hereby Covenant & promiss to & with the sd Humfrey S<sup>c</sup>ammon that hee hath good Right to dispose of the sd hereby barganed Premisses, & that y<sup>e</sup> same is free & Cleare from all former gyfts grants barganes, sayls Titles & Incomberances w<sup>h</sup>soeuer, had made or done, by him the sd Nath<sup>n</sup> Fryer his heyres or Assignes or any other pson or Prsons through his procurement; & the sd Nath<sup>n</sup>: Fryer for him selfe his heyres, executors & Administrators doe hereby Covenant & promiss to & with y<sup>e</sup> sayd Humfrey Scammon, his heyres executors Administrators & assignes, the before hereby barganed Premisses, against all Prson or Prsons, Laijng Lawfull Claime from by or vnd<sup>r</sup> him the sd Fryer his heyres executors Administrators or assignes, or any of them, will Warrant or defend/ In witness w<sup>h</sup>of the sd Natha<sup>n</sup> Fryer hath to these

psents set his hand & seale the seaventh day of May, one thousand six<sup>c</sup> seaventy foure/ 1674 :

Signed sealed & deliverd in Prsence Nath<sup>l</sup> Fryer (<sup>his</sup> <sup>seale</sup>)  
of us : Edw : Rishworth/

Joseph Hadley/ Nath<sup>l</sup> Fryer & Christian his wife doe  
owne this Instrument aboue writ-  
ten, to bee y<sup>r</sup> Act & Deed, this 9th  
day of May 1674 : before mee

Edw : Rishworth Assofe/

A true Copy of this Instrument transcribed out of the  
originall & there with Compared this 16 : day of May : 1674 :

p Edw : Rishworth ReCor :

To all Christean people to whome this Prsent writeing  
shall come &c : Know yee that I william Palmer of Kittery  
In the River of Pischataqua Planter, for and in Consideration  
of William King late of Portsmouth his marrijng & takeing  
to wife my daughter Saraih Pallmer, as alsoe for diverse  
other good Causes & Considerations, mee there vnto espe-  
tially moueing, haue freely fully & absolutely

W<sup>m</sup> Palmer

To

W<sup>m</sup> King

given granted Enfeoffed and Confirmed, and by  
these Prsents doe freely full and absolutely giue,  
grant Enfeoff and Confirme, vnto him the sayd

William King, & my sd daughter Saraih, & thejr children  
after them, one Parcell of Land by estimation about sixteen  
or eighteen Acers, beginning at a little Gutter neare the  
Norther end of my oarchard, and neare my ould house that  
was burned, And to runne from the sault water side vp along  
that Gut North East or there abouts, nearest In the Mayn  
Land to the swamp where is a small freshett, of water, &  
soe along that freshett North Easterly vnto y<sup>e</sup> head of the  
Cricke, or Coue, commanly Called Mast Coue, and to y<sup>e</sup>  
furthestmost or Eastermost side of that Coue, with all the

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Marsh ground at the head of that Coue, and soe from the further<sup>t</sup> side thereof, to come backe agajne, and to runne downe the wester side of the head thereof, along the Cricke to the Gutt first mentioned, and neare vnto my Oarchard, with all the Lands and Woods with in the sayd boundary, bee It more or lesse, with free commanage for keepeing of Cattle, in all or any other of my Lands thereto Adioyneing, the same being not in tillage nor fenced in for other vse, as alsoe free lyberty to cut & make vsse of, any of the Trees or Tymber therein, for fyreing or fenceing for thejr own vse; All which sayd Land with in the boundary aboue expressed I doe hereby declare vpon the Conditions aboue specifyd, to bee the reall and proper right and Interest of him the sayd William King, & my daughter Saraih, And for them thejr heyres executors Administrators or Assignes, to haue & to hould the same, and euery part and Prcell thereof, as his and there own for euer, with all the benefitts there vnto belonging, with out the let hinderance molestation or trouble of mee, or any of my heyres executors, Administrators or assignes, or any other Prson or Prsons of from by or vnder us, or any of us Deputed whatsoeuer/ In witness whereof I haue here vnto set my hand and seale, this Twenty fourth day of August Anno Dom̃: one thousand six hundred sixty nine/ : 1669 : William Palmer (<sup>his</sup> seale)

Sealed signed & Delivered/

& possession and seisine given/

In Prsence of us/	William Palmer within Mentioned
Thomas Seavy by his	did acknowledg, this Instrument
marke <b>T</b>	to bee his Act & deede this 11 :
	of March 1667, before mee

Richard Tucker/	Charles Frost Commissio <sup>r</sup> /
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A true Coppy of this Instrument transcribed out of the originall & there with Compared this 16 : of Jvne : 1674 :

p Edw : Rishworth ReCor

Whereas Phillip Hatch late of Yorke fisherman deceased, by a writeing vnder his hand & seale, dated the eighteenth day of July, one thousand six hundred sixty & three, did for a valewable Consideration there in mentioned, bargane sell aliene Assigne, & set ouer vnto Cap<sup>t</sup> Bryan Pendleton of Portsmouth In Pischataq, River M<sup>c</sup>chant James Pendleton & Pat<sup>re</sup> Hatch To Jaspe<sup>r</sup> Pullman his heyres executors Administrators & assignes, all that his dwelling house in Yorke, with the Land thereto belonging, to haue & to hould the sayd house and Land vnto him the sayd Cap<sup>t</sup> Bryan Pendleton, his heyres executors Administrators or Assigns for euer, as by the sayd writeing due relation being had more at large appeareth Now Know yee y<sup>t</sup> I James Pendleton of Portsmouth in Pischataq, River M<sup>c</sup>hāt Agent & Atturney vnto my father Majo<sup>r</sup> Bryan Pendleton of Sacoe Gentle: for and In Consideration of foureteen pounds, in Current pay of New England in hand payd [152] & secured by bill, by Jesper Pullman of Yorke fisherman, and Patience Hatch of yorke widdow, and Relict of Phillip Hatch late of Yorke fisherman, deceased, for and in Consideration of seaven pounds Current pay of New England secured by bill, haue given granted barganed sould Enfeoffed conveyed released aliend Assigned & set ouer, and by these Prsents doe bargane sell Enfeoff Convey release aliene and Assigne and set ouer vnto him the sayd Jesper Pullman his heyres executors Administrators or assignes, all that dwelling house scituate and being in yorke, togeather with a Prcell of Land where on part of the house standeth, abutting on the high way, against the Land of Leef<sup>t</sup> Job Allcocke, and Adioyning to y<sup>e</sup> Land of John Brawn, at one end, and on the other end & behind the house on the Co<sup>m</sup>an, and as It was formerly vsed by the sayd Phillip Hatch, and as It is now fenced and bounded, con-  
tayneing by estimation two Acers bee It more or less/

To haue & to hould the sayd dwelling house, and Land to him the sayd Jesper Pullman his heyres executors Adminis-  
trators or assignes for euer/ and the sayd James Pendleton,

for his father Majo<sup>r</sup> Bryan Pendleton, and for his heyres executors, and Administrators, and for euery of them, & the sayd Patience Hatch for her selfe her heyres executors, and Administrators, and for euery of them, doth Covenant promiss, & grant to and with him the sayd Jesper Pullman, and to & with his heyres, executors administrators & Assignes and to and with euery of them, to defend the Title there of vnto him the sayd Jesper Pullman his heyres executors Administrators or Assignes, against all Prsons Claymeing any right title or Interest there vnto, by from or vnder them the sayd Majo<sup>r</sup> Bryan Pendleton, or the sayd Patience Hatch/ In witness w<sup>o</sup>f the sayd James Pendleton as Agent and Atturney vnto, and on the behalfe of his father Majo<sup>r</sup> Bryan Pendleton, & the sayd Patience Hatch, haue here vnto set thejr hands & seals this tweluth day of June Anno Do<sup>t</sup>: one thousand six hundred seauenty foure, and in the Twenty sixth yeare of the Reign of our soueraigne Lord Charls the secund King of England Scotland France & Ireland, Defend<sup>r</sup> of the faith &c: 1674:

Signed sealed & Deliud

James Pendleton (<sup>his</sup> seal)

In y<sup>e</sup> p<sup>s</sup>ence of us/

Patience Hatch (<sup>her</sup> seal)

Job Allcooke/

Sa<sup>m</sup>ll Donell/

This bill of sayle owned & acknowledged  
by Patience Hatch y<sup>e</sup> Ellder to bee  
her Act & deed this 17: June: 74:  
before mee Edw: Rishworth Asso<sup>t</sup>e/

A true Coppy of this Instrument transcribed out of the  
originall & y<sup>r</sup>with Compared this: 19: June: 74:

p Edw: Rishworth ReCor:

This Indenture made, the last day of July, In the yeare of  
our Lord God one thousand six hundred Seauenty two,  
between Abra: Corbet of Shipscott, on the Eastern side of  
Kenebecke River, distiller, of the one Party, and Majo<sup>r</sup>

Nicho : Shapleigh of Kittery in the County of Yorke M<sup>c</sup>chant  
of the other Party, Witnesseth, that y<sup>e</sup> sayd Abra : Corbett,  
for & In Consideration of the some of foure hundred pounds  
of lawfull pay of New England in hand before then sealing &  
delivery here of, Well & truly payd, the receipt Whereof  
the sd Abra : Corbet doth hereby acknowledg, & him selfe  
to bee fully satisfyd, & payd, & thereof & of euery part &

Abr<sup>e</sup>  
Corbett  
To Nich<sup>e</sup>  
Shapleigh

Prcell thereof, doth acquit exonerate & discharge,  
the sd Nicho : Shapleigh his heyres Executors &  
Administrators & euery of them for euer by  
these Prsents hath granted, barganed & sould,  
aliend Enfeoffed, Convayed released, Assured deliverd &  
Confirmed, & by these Prsents doth grant bargain & sell  
aliene, Enfeoff, Convay release, Assure deliver & Confirme,  
vnto y<sup>e</sup> sd Nicho : Shapleigh, his heyres & assignes all that  
Tract, peece or Prcell of Land scituate Lijng & being, in Kit-  
tery aforesd in y<sup>e</sup> sd County of yorke, & Contayneing three  
hundred & sixty Acers, & runneth from the Land lately in  
the possession of Richd Lockewood, along by the River side  
that parteth y<sup>e</sup> sd Land & Cap<sup>t</sup> Champerowns Ysland, vnto  
the stepping stoones, neare the house w<sup>t</sup> Ryce Tommass now  
Inhabiteth, & soe backe into y<sup>e</sup> woods takeing in y<sup>e</sup> planta-  
tion, that y<sup>e</sup> sd Ryce Tommass liueth in, as aforesd, vntill  
the sd three hundred & sixty acers bee fully accomplished, &  
alsoe all & singular ways, paths, passages, trees, Woods,  
vnd<sup>r</sup>woods, Co<sup>m</sup>anes, easements, profetts, waters, water  
courses, Co<sup>m</sup>oditys, Advantages, Emoluments, h<sup>a</sup>eridata-  
ments & appurtenances w<sup>t</sup>soeuer, to y<sup>e</sup> sd Tract, peece, or  
Parcell of Land, belonging or in any wise appurtayneing, &  
alsoe all the right, title Clayme & dem<sup>a</sup>nd w<sup>t</sup>soeuer of him  
the sayd Abra : Corbett, of in, & vnto the sd Premisses, &  
of in & vnto or any part or Prcell y<sup>o</sup>f, tenn Acers w<sup>o</sup>f, a  
Prcell of the Premisses lijng adioyning to y<sup>e</sup> house w<sup>t</sup> Walter  
knight did heretofore dwell, & formerly sould vnto Cap<sup>t</sup>  
Fran : Champnown, onely excepted & fore prized : To haue  
& to hould y<sup>e</sup> sd Tract, peece, or Parcell of Land, & euery

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part & Prcell there of (except before excepted) vnto the sayd Nicho : Shapleigh, his heyres & Assigns for euer/ And the sd Abra : Corbet for him, his heyres, executors, Administrators, & assignes, & for all & euery of them doth hereby Couenant, promiss, & grant to & with the sayd Nicho : Shapleigh, his heyres & assignes, & to & with euery of them, by these Prsents that hee y<sup>e</sup> sd Nicho : Shapleigh his heyres, & Assignes, & euery of them shall & lawfully may from tyme to tyme, & at all tymes for euer hereafter, quietly & peaceably haue hould, vse, occupy, possess, & Inioy to his and there own proper vse, and behoofe, all & singular the before here in & hereby granted and barganed Premises & euery part & Prcell there of, with the appurtenances, freed, acquitted, & discharged, of & from & all manner of former and other barganes, sayles, gyfts, grants, Leases Joynturs, dowrys, titles, Troubles, Charges, & Incomberances w<sup>ts</sup>oeuer, heretofore had made Committed, suffered, or done or hereafter to bee had, made, Committed, suffered or done by the sayd Abra : Corbet his heyres, executors, Administrators, or assignes, or any or either of them, or of or by any other Prson or Prsons lawfully Claymeing from, by, or vnder him them any or either of them/ In witness whereof the Partys first aboue named [153] to these Prsent Indentures, Interchangably haue set their hands & seales the day & yeare first aboue written, 1672 :

Sealed & Delivered

Abra : Corbett (<sup>his</sup><sub>seale</sub>)

in the Prsence of,

Portsmouth 20<sup>th</sup> of August 1672 :

John Shapleigh

Mr Abraham Corbett owned this

Tho : Watkines/

Instrument to bee his Act & Deed,  
before Mee Elyas Stylemā :

Commissio<sup>r</sup>/

A true Coppy of this Instrument transcribed out of the originall & there with Compared, this 21 : June : 1674 :

p Edw : Rishworth ReCor :

To all Christean people to whom this bill of sayle or Instrument in writeing shall come, Francis Morgan of Kittery Poynt in the Province of Mayn, In New England Chiergeon sendeth Greeteing; Know yee that I  
 Fran: Morgan  
 To  
 Nich<sup>s</sup> Shapleigh  
 for my selfe my heyres executors administrators & assignes, Haue & by these Prsents doe alieane sell bargane Enfeoff & Confirme vnto Major Nic: Shapleigh M<sup>r</sup>chant dwelling in Kittery aforesd, his heyres executors Administrators & Assignes, one Certajne Parcell of Land scituate lijng & being at the Poynt Commanly Called Morgans Poynt, in the Town of Kittery in the Province of Mayn aforesd, Contayneing in all Tenn Acers by the River side, Co<sup>m</sup>anly called the River of Pischataqua, the one halfe of the breadth of the Land now in my possession, & to runne vpwards directly vntill the whoole tenn Acers bee accomplished, on the Southermost side of the sayd Land, or Mesuage/ To haue & to hould the sd Land togeather with all the houses Tenements Cottages Easements & priuiledges there of to the sd Nicholas Shapleigh his heyres executors Administrators & Assignes for euer, for & in Consideration of the some of fuety six pounds, the receipt w<sup>o</sup>f I doe acknowledg in money, & from euery penny there of, I doe hereby acquit release & discharge, the sd Nicho: Shapleigh his heyres executors & Administrators/ And I the sayd Fran: Morgan for my selfe my heysr executors & Administrators & assignes, the sd barganed Premisses vnto y<sup>e</sup> sayd Nicholas Shapleigh, his executors administrators, & assignes, shall & will warrant and for ever defend by these Prsents; Provided, Neuertheless that If I Francis Morgan my executors Administrators or assignes or any of us, doe & shall Well & truely pay, or cause to bee payd vnto the sd Nicho: Shapleigh his executors Administrators or assignes, the sume aboue mentioned, at or before the last day of August sixteen hundred seaventy foure, for redemption of the sd barganed Premisses, then this Prsent bill of sayle to bee voyd, & of none æffect, otherwise to remajne & bee in full force & ver.

tue, witness my hand & seale this Twenty fifth day of August, one thousand six hundred seaventy & three/

Sealed & Delivered in the	ffran : Morgan ( <sup>his</sup> seale)
Prsence of us/	Great Ysland the 25 : of August
Edw : Colcord/	1673 : Mr Fran : Morgan came
Nicholas Heskines/	& acknowledged the aboue writ-
	ten to bee his Act & Deed, be-
	fore mee Elyas Styleman

Commissioner

A true Coppy of this Instrument transcribed out of the originall & y<sup>r</sup>with Compared this 22 : June : 1674 :

p Edw : Rishworth ReCor :

Wee whose names are vnderwritten, being appoynted by the County Court sitting at Wells, the 2und of July 1672 : to lay out a hundred acers of Land lijng at Cape Porpus, formerly granted to Morgan Howell, by a deede from Mr Thomas Gorges, for many years since, haue layd out the sd Land as followeth ; To the best of our Judgments the Necke where y<sup>e</sup> sd Morgan liued, bounded on the South & West, & North West, with the severall Coues goeing almost round

the Necke : And on the East & North East, with  
Morgan  
Howel's Land y<sup>e</sup> Land that was Griffine Mountegues, as by his  
ould Marked trees doth appeare, w<sup>ch</sup> Necke with  
the severall poynts belonging to It, is fuety Acers to the best  
of our Judgm<sup>t</sup> and then to runne ouer from the South West  
side of the Necke, ouer the Coue on the South East of the  
Necke, called Batsons Necke, & from the side of that Coue,  
to runne North West into y<sup>e</sup> woods, a hundred & one rodde  
by severall marked trees, & then North East Eighty rodd  
for the breadth of it, and then South East a hundred & one  
rodd, on that side w<sup>ch</sup> comes down, nere to a poynt Called  
hollow but poynt, a little to the West of It, which makes vp

the other fiuety acers, to Compleat the hundred, allowing  
the od rod of Land, for a peece of Marsh w<sup>h</sup> lyeth with in  
the sayd Tract Layd out, the 26 : of Septemb<sup>r</sup> 1672 : by us/  
The Tenn Acers of Marsh men- William Hammond/  
tioned in the aforesd Deed, is John Davies/  
not yet layd out by us/

A true Coppy of this grant bounded as aboue written,  
transcribed out of the originall & y<sup>r</sup>with compared this 26 :  
June : 74 : p Edw : Rishworth ReCor :

This Indenture made the first day of Janvary 1663, & in  
the 15<sup>th</sup> yeare of y<sup>e</sup> Reign of our Soueraigne Lord King  
Charles, the 2und, between Henery Jocelyn of Bla<sup>̃</sup> Poynt  
of the one party, & Anthony Roe fisherman alias Planter on  
the other party, Witnesseth, that the sayd Hene : Jocelyn,  
for him selfe, his heyres, executors, Administrators & assigns,  
doth giue bargan sell & Confirme, vnto the sayd Anthony  
Roe, & his heyres for euer, fiuety Acers of vpland  
Hen: Jocelyn lijng & abutting to the Northward vpon the  
To vpland of John Lybbys vpland, & alongst the  
Ant<sup>r</sup> Roe side of the Marked trees thereof as It was form-  
erly bounded forth vnto him, according to 160 pooles to  
euery acer, 16 : foote & an halfe euery poole/ Alsoe to haue  
free Commanage in & with lyberty of fishing & fowling, &  
cutting of Tymber for ordinary vses in any swampe, or else  
where vnbounded forth to others, of such Land as is or shall  
bee vnfenced, to haue & to hould all & singular the Prem-  
isses here in specifyd, to him the sayd Anthony Roe, his  
heyres executors, Administrators & assigns for euer, in free  
& Comman Soccage, yeilding & paijng, vpon the Entry  
there of, fiuety shillings in money, & annually here after  
three days worke for euer, to the sd Jocelyn his heyres &  
assignes, that is to say two days worke in harvest, or seede

tyme, & one day in Cutting of Wood, against the feast of Christtyde, If it bee lawfully demanded, & for not Prformance of the same, It shall bee lawfull for the sd Jocelyn his heyres or assignes to distrayne, & the destresse soe taken, to carry away & apprise by two sworn men, & pay him selfe his heyres or assigns, the sayd rent & charge, & Deliver the ouerplus of the distress vnto y<sup>e</sup> owner thereof; To confirme the treuth hereof the Partys abouesd, haue Interchangeably set two y<sup>r</sup> hands & seals, the day & yeare aboue written/  
Signed sealed & Deliverd Henery Jocelyn (<sup>his</sup> <sub>scale</sub>)

in the Prsence of/

Payton Cooke/

The marke of John

Mills/ i m

This Instrument acknowledged this

25 : of Aprill 1672 : by Mr Hen-

ery & Mis Margeret Jocelyn, to

bee y<sup>r</sup> Act, & Deed before mee

Bryan Pendleton Assofe/

A true Coppy of this deede aboue written, transcribed out of the originall, & there with Compared, this 30th day of June 1674 : p Edw : Rishworth ReCor :

[154] Note y<sup>t</sup> this sayle of y<sup>e</sup> Land Recorded in pa : 114 : with in expressed, sould to Andrew & Alger Arther Alger by these Indeans, was sould to y<sup>e</sup> sd Algers, them y<sup>r</sup> heysr executors Administrators & assigns for euer, as Is owned by Vphannu : alias Jane, this 27 : of May 1674 : In psence of,

William Phillips/

vide

Page 114

Sheth Fletcher/

The abouesd Jane an Indean Woman, appeared before mee the 12 June 1674 : & did acknowledg the treuth of w<sup>t</sup> is aboue written, & y<sup>t</sup> all w<sup>h</sup> is expressed there in is a treuth/

Byran Pendleton Assofe/

BOOK II, FOL. 154.

A true Coppy transcribed out of the originall this 4th :  
 July : 74 : p Edw : Rishworth ReCor :

Know all men by these Prsents y<sup>t</sup> I Josua SCottow of  
 Boston, haue for, & in Consideration part of Tenn pounds  
 to mee in hand payd, & to bee payd, & part of  
 Josh: Scottow Peter Hinkesons relinquishing all Clayms, for  
 To Scottow his heyres or assignes, to any part of  
 Petr Hinkson Marsh sould to him by Tho: Ellkines for his  
 father, both of them late of Scarbrough deceased, haue sould  
 & by these Prsents doe bargane & sell vnto y<sup>e</sup> sd Peter  
 Hinkeson his heyres or assignes, a Prcell of Marsh land con-  
 tayneing tenn Acers, more or lesse, lijng in y<sup>e</sup> sd Scar-  
 brough, neare pine tree Cricke, & is bounded Westwardly,  
 with y<sup>e</sup> Land of Ric: Moore, Northerly with y<sup>e</sup> Land of y<sup>e</sup>  
 late John Burrege, East wardly, with y<sup>e</sup> Land of John  
 Lybby, & Southwardly with y<sup>e</sup> Cricke/ y<sup>e</sup> sd barganed  
 pmisses to haue & to hould for euer paijng the rent due, from  
 y<sup>e</sup> same, vnto Mr Hene: Jocelyn or assignes, according to  
 its first grant, with liberty of passage, & to fell trees in y<sup>e</sup>  
 swampe, Joyning vnto it, for a way vnto It, I y<sup>e</sup> sayd Josua  
 Scottow doe acknowledg y<sup>e</sup> sayle aforesd, & do bind my selfe  
 heyres executors & Administrators, to make y<sup>e</sup> same good  
 against all Clayms & demādes, w<sup>ts</sup>oeuer, from by or vnder  
 mee, my heyres executors & Administrators, vnto the sayd  
 Peter Pinkson his heyres or assignes/ In witness of the  
 Prmisses, I haue here vnto put my hand & seale/ Bla: Poynt  
 this 24<sup>th</sup> of Aug<sup>t</sup> 1669/ Josua Scottow (<sup>his</sup> seal)  
 witness/

John Tol

Fran: Robinson/

Mr Jos: Scottow acknowledged this  
 aboue Written to bee his Act &  
 deede, vnto Peter Hinkeson this  
 15: of June 1671: before mee

Fran: Neale Assofe/

BOOK II, FOL. 154.

A true Coppy of y<sup>e</sup> Instrument transcribed out of the  
originall & y<sup>e</sup> with Compared this : 11th day of July : 74 :

p Edw : Rishworth ReCor :

To all people to whom this Deede of Gyft shall come/  
William Phillips of Sacoe, In the County of Yorke shyre or  
Province of Mayn In New England, & Bridget his wife  
sendeth Greeteing/ Know yee that w<sup>as</sup> I Willia<sup>m</sup> Phillips  
abouesd, made a Deede of Gyft of two Parells of Land, to  
my sonn Natha<sup>l</sup> Phillips, beareing date y<sup>e</sup> eighteenth day of  
Septemb<sup>r</sup> in the yeare of our Lord, one thousand six hun-  
dred sixty & eight, w<sup>h</sup> deede being now out of his posses-  
sion, & It being not a Legall & firme Convayance according  
to Law, by reason the sayd deede was neuer acknowledged,  
before a Magestrate as the law requirs, it should bee, nor is  
It recorded, nor the aforesd Bridgets Right & Title of thyrd  
given vp : Know yee that Wee the aforesd William & Bridg-  
Phillips, for the more sure & firme convaijng of the aforesd  
Prcells of Land, for the loue & Naturall affection which wee  
haue & beare to our dutifull & Well beloved son, Natha<sup>l</sup>  
Phillips of Boston in New England M<sup>r</sup>chant as alsoe for  
diverse other good Causes & Considerations us especially  
moueing, haue given granted & Confirmed, & by these  
Prsents doe freely, Clearly, & absolutely giue all that Tract  
of Land, lijng & being at Sacoe aforesd, butting South  
Westerly on this side of Sacoe River, & is bounded between  
the Ysland of Cap<sup>t</sup> Bryan Pendleton formerly called & known  
by the name of the East feild lott, or plantation, & from  
thence extending down the River, to y<sup>e</sup> yland of Christopher  
Hobbs, Contayning in length one mile, & one forth part of a  
mile, or y<sup>r</sup> abouts, fronting to y<sup>e</sup> river, & extendeth in length  
backward from the River foure Miles togeather, with a  
Necke of Land Commaly known & Called by the name of  
Parkers necke, runneing from Chellsons house & Land to y<sup>e</sup>

W<sup>m</sup> Phillips  
To his Son  
Nathanael

fishing stages, & soe to low water marke, (stephen Sargeants dwelling house stage, & flake rowne, & the sayd Necke excepted) with all Tymber trees wood vnder wood Soyle, Mines, Meddows, pastures, feedeing lybertys frantises, profetts Commoditys & Advantages, w<sup>soeuer</sup>, With the priuiledges of fishing, fowling hunting Haukeing, & all other profetts & appurtenances, to y<sup>e</sup> sayd Tract of Land, & Necke of Land & either of them belonging, or any ways app<sup>t</sup>ayneing, to haue & to hould to receiue & Inioy the sayd Premisses, hereby mentioned to bee freely giuen granted vnto the sayd Na<sup>ll</sup>: Phillips, his heyres & Assigns for euer freely peaceably & quietly with out any manner of Clayme, Challenge or Contradiction of us the sd William or Bridget Phillips, o<sup>r</sup> heyres executors, administrators or any of them or any other Prson or Prsons, by any meanes title or procurement in any man or other wise, & without any Accop<sup>t</sup> Reckoning or answere thereof, to us or either of us, or any in our name, to bee given rendered or done in tyme to come soe that neither wee the sd william & Bridget Phillips our heyrs executors administrators, or any of them or any other Prson by us for us, or in the name of us or any of us, at any tyme or tymes here after may, aske Clayme Challenge or demand, in or to the Premisses, or any part or Prcell thereof (except as before excepted) any Interest right Title ease or possession, & demand y<sup>of</sup>, Wee & euery of us to bee vtterly excluded & for euer debarred by these Prsents: And Wee William & Bridgett Phillips, doe for our selus & our heyres, executors, & Administrators, & euery of them, Couevant & promiss to & with the sayd Na<sup>ll</sup>: Phillips, his heyres, executors Administrators & Assignes that at y<sup>e</sup> tyme of the Ensealing & delivery of these Prsents: Wee are the true soole & proper owners of the hereby granted & barganed Premises, & haue in our selues good right & lawfull authority to Conuay the same as is in this Deede expressed/ In

Witness where of Wee haue here vnto sett our hands & seals the first day of July, one thousand six hundred seaventy foure, & In the six & Twentieth yeare of the Reigne of our Soueraigne Lord Charles the second by the grace of god of England Scotland France & Ireland King: 1674 :

where as in the lynes aboue written is mentioned, of an house stages & [155] flake rowne of Stephen Sargeantt, is not to bee vnderstood as his proper right, but onely as hee had the vss of them/ these words in the Two last lynes & an halfe were writt before sealeing & delivering/

Signed sealed & delivered/	William Phillips ( <sup>his</sup> <sub>scale</sub> )
& possession given to y <sup>e</sup> order	Bridgett Phillips ( <sup>her</sup> <sub>scale</sub> )
of Nath <sup>a</sup> Phillips, in y <sup>e</sup> psence	
of us/ Witness/	Major William Phillips doth own
Ephraim Turner/	this Instrument aboue written
Elisha Santford/	to bee his Act & deede, before
	mee this sixt of July 1674 :

Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed out of the originall, & y<sup>r</sup>with Compared this 14th day of July 1674 :

p Edw : Rishworth ReCor :

To all Christean people, whom these may Concerne, Know yee that I Thomas Turner now Resident In Kittery, In the River of Pischataqua In New England, by & with the full Consent & approbation of Mary Turner my wife, for & in Consideration of fiuetty pounds to mee In hand payd by Peter Staple, as also for diverse other good Causes & Considerations, mee there vnto espetially moneing, haue granted barganed & sould, & by these Prsents doe grant bargane sell & Confirme vnto y<sup>e</sup> aforesd Peter Staple, his heyres executors Administra-  
tors & assigns for euer, all y<sup>t</sup> Message or tene-  
ment by mee now possessed, with y<sup>e</sup> Orchard, & Garden &

The: Turner  
To  
Petr Staple

Corner feild next adioyneing there vnto, with all the lot of Land formerly granted to my wife, by Mr Thomas Gorges, & alsoe regranted, & Confirmed to her by the Town of Kittery, scituate lijng & being between y<sup>e</sup> Lands of Ric : Miller on the North West side, & the Land of John Symmons on the South West side, & soe to runne backe into y<sup>e</sup> woods vpon a North East, & by East lyne to a little brooke of water. To haue & to hould the afore sayd Premisses, with all the priuiledges & appurtenances there vnto belonging, to him the sayd Peter Staple, his heyres executors, Administrators & assigns for euer, from him the sayd Thomas Turner, & Mary Turner his wife without any Molestation, let, or hindrance from them, or any vnder by or from them, by any Clayme or Pretence whatsoever/ Always Provided, that the sayd Thomas Turner, & Mary his wife shall haue y<sup>e</sup> priuiledg to make vse of all or any of the Land or Tymber aforesayd, (except the one halfe of the lott from the high way vpwards, w<sup>h</sup> the sd Staple may Presntly make vse of, for his own proper behoofe) In witness w<sup>of</sup> Wee haue here vnto sett our hands & seales, this fourth day of July, In y<sup>e</sup> yeare of our Lord, Anno : Dom : one thousand six hundred seauenty foure/


Thomas Turner/ (his  
scale)

Signed sealed & Delivered

The Marke of 

In y<sup>e</sup> psence of/

Mary Turner/ (her  
scale)

The Marke of  John

Willson

Joseph Hammond/

This aboue written deede of sayle was acknowledged, by the within named Thomas Turner & Mary his wife, to bee thejr Act & Deed this 6th day of July 1674 : before us

John Wincoll/

Roger Playstead

Assotes/

A true Coppy of this Instrument or Deede transcribed out of y<sup>e</sup> originall & there with Compared this 17th day of August 1674 :

p Edw : Rishworth ReCor :

An Agreement made between Henery Symson of Yorke, on the one Party, & Patience Hatch Widdow, formerly the wife of Phillip Hatch of sd Town, some few years since deceased on y<sup>e</sup> other Party, By w<sup>ch</sup> Prsons aforesd, It is mutually agreed, that w<sup>as</sup> there was a Certen Tract of Marsh, or Meddow Land contayneing the quantity of fue acers bee It more or less, being the propriety of Hene : Symson Senjo<sup>r</sup>, after whose decease the sd Meddow, with some other Interests of Lands fell Legally to mine vidz<sup>t</sup> Hene : Symson Junjo<sup>r</sup>, as being my fathers estate, which Prcell of Meddow hath been sould by Nic : Bond my father in law, vnto Mr Tho : Cymball (w<sup>ch</sup> bond had noe pouer to make sayle of It) & by y<sup>e</sup> sayd Kymball sould agajne vnto Phillip Hatch of yorke fisherman, who had y<sup>e</sup> vss of the sayd Meddow severall yeares, to y<sup>e</sup> Damāge of the sayd Hene : Symson, but for the Preventing of all future troubles which otherwise might arise touching y<sup>e</sup> Premisses, Wee y<sup>e</sup> sd Henery Symson & Patience Hatch, doe mutually agree as followeth/

1 : Henery Symson, doth hereby promiss & agree, that y<sup>e</sup> sd Patience Hatch Widdow, shall haue the free vss of about three Acers of that Marsh aforesd, or y<sup>e</sup> abouts, dureing the tearme of her naturall life, as It lyeth measured & bounded out, being & next Adioyning vnto a Prcell of Marsh Called by y<sup>e</sup> name of Ould Inglesbys Marsh, vpon Conditions here after expressed/

1 : The sd Patience Hatch doth hereby Ingage her selfe, in Consideration of the vse of the Marsh abouesd, of about 3 acers, to pay or Cause to be payd vnto the sayd Hene : Symson, or his heyres or assigns 2d p Ann : Annually, for acknowledgm<sup>t</sup> of his propriety y<sup>e</sup>of, when demanded/

2 : I doe further Ingage, at or vpon my decease to surrender the sayd Marsh quietly & peaceably into y<sup>e</sup> sd Hene : Symsons possession, hereby disclaymeing any Interest or propriety therein/ In witness of all & euery of the Premisses, as

BOOK II, Fol. 155, 156.

aboue expressed, Wee haue Interchangeably here vnto, set  
our hands & seales this (11th) day of August/ 1674 :

Signed sealed & Deliverd

Henery Symson (<sup>his</sup> scale)

In y<sup>e</sup> Prsence of/

his marke **HSI**

Samuell Wheelewright/

Patience Hatch (<sup>her</sup> scale)

her marke/ **A**

Henery Symson & Patience Hatch, doe owne this agree-  
ment, aboue written, this seaventeenth of August 1674 : to  
bee y<sup>r</sup> Act & Deed, before mee Edw : Rishworth Assote/

A true Coppy of this Instrument, or agreement aboue  
written transcribed ; & Compared with y<sup>e</sup> originall, this 3 :  
Septemb<sup>r</sup> 1674 : p Edw : Rishworth ReCor :

To all Christean people, to whome this Prsent writeing  
shall come, send greeteing, know yee y<sup>t</sup> I Nicholas Shapleigh  
of Kittery in the County of Yorke In New England, M<sup>c</sup>chant,  
for diverse good Causes, & valewable Considerations, mee  
here vnto moueing, & for & In Consideration of Thyrtty fue  
pounds, of Current & lawfull pay of New England, in hand  
received of Fran : Hooke of Kittery aforesd M<sup>c</sup>chant w<sup>o</sup>f &

Nic<sup>s</sup> Shapleigh

To

Fran : Hooke

& Confess my selfe to bee fully Contented payd  
& satisfyd, for the same haue given granted, barg-  
aned, sould, aliend, Enfeffed & Confirmed, &  
doe by these Prsents, giue grant bargane sell aliene Enfeoffe  
& Confirme, vnto the sayd Fran : Hooke his heyres, execu-  
tors Administrators & Assignes, A house or Tenement, scit-  
uate lijng & being on Kittery Poynt formerly built possessed  
& Inioyed by Roger Russell, with three Acers of Land Adia-  
cent [156] vnto the sayd house, or tenement for euer : To  
haue & to hould the aforesd house & Land, with Trees woods  
priviledges, profetts, & Commoditys, with the appurtenances

y<sup>v</sup>nto belonging, or any wise appertayneing, to the onely vse & behoofe of the sayd Francis Hooke his heyres, executors administrators or assignes for euermore, & to noe other vse Intent or purpose whatsoever: And I the sayd Nicho: Shapleigh for my selfe my heyres executors, Administrators & Assigns & for euery of them doth Covenant promiss & grant to & with the sayd Fran: Hooke his heyres, executors Administrators & Assigns, and to and with euery of them by these Prsents, that all and singular the before hereby mentioned, granted and barganed Premisses, with the appurtenances, & euery part & Parcell there of, at the tyme of the Insealeing & delivery of these Prsents, are & bee and at all tymes hereafter shall bee, and remajne & Continew Clearly Acquitted exonerated and discharged, or otherwise sauēd, & kept harmeless, from all & all former Gyfts, grants, barganes & sayles, whatsoever, had made suffered, Committed or done by mee the sayd Nicholas Shapleigh, my heyres or assignes or any of them, & that the sayd Nicholas Shapleigh the sayd Premisses, hath hereby given granted, barganed & sould & euery part & Parcell there of with the appurtenances, against him the sayd Nicho: Shapleigh, his heyres or assignes, and against all and euery other Prson, or persons whatsoever, Clameing any Estate right title Interest, into or out of the Premisses, or any part thereof, shall and will warrant and euer defend, by these Prsents, according to the true Intent & meaning of these Prsents, and to noe other Intent vse or purpose whatsoever In witness whereof, I haue here vnto set & put my hand and seale, this Tweñty fourth day of August, In the yeare of our Lord god, one thousand six hundred seauenty foure, 1674:

Signed sealed & deliueřd

Nic: Shapleigh (<sup>his</sup>seale)

In the Prsence of/

Richd Allexander/


Tho: Watkines/

Major Nicho: Shapleigh, & Mis  
Aylce Shapleigh, his wife, doe  
own this Instrument aboue writ-  
ten to bee thejr Act & Deede,  
before mee this 25<sup>th</sup> day of Aug-  
ust 1674: Edw: Rishworth

A True Coppy of this Instrument aboue written, transcribed out of y<sup>e</sup> originall, & there with Compared this 3d day of Septemb<sup>r</sup> 1674 : p Edw : Rishworth ReCor :

To all Christean people, to whome this Prsent writeing shall or may come, send greeteing/ Know yee that I Ryce Thommass of the Town of Kittery for diverse good Causes & valewable Considerations, mee here vnto moueing, & for & in Consideration of a Certen & valewable some, that I am vpon a ballance of Accompt this day made vp, become Indebted vnto Majo<sup>r</sup> Nicho : Shapleigh of Kittery aforesayd, in hand already payd, & by mee received, & my selfe of euery part & Prcell, doe acknowledg my selfe to bee fully Contented, payd & satisfyd, & the sayd Shapleigh to bee freely & Clearely exonerated, & acquitted for the same, Haue given granted aliend Enfeffed, barganed sould & Confirmed, & doe by these Prsents give grant, aliene, Enfeoff bargan sell & Confirme vnto Majo<sup>r</sup> Nicho : Shapleigh, his heyres executors, Administrators & assignes, all  
 Rice Thomas my housen & Land, vpland woods vnderwoods,  
 To  
 Nic<sup>e</sup> Shapleigh Meddow, Marsh, neare adjacent vnto braue boate  
 harbour, or any other matter, or thing, properly appartayneing or belonging vnto mee, or that I shall or may hereafter lay just Clame vnto, or bee possessed of; To haue & to hould, the aforesayd Premisses, with the appurtenances there vnto belonging, vnto the aforesayd Majo<sup>r</sup> Shapleigh his heyres, executors, Administrators & assignes for euer; And I the sayd Ryce Thommass doe for my selfe, my heyres executors and Administrators, Covenant promise & agree to & with the sayd Nico : Shapleigh, his heyres executors Administrators & Assigns, to saue, secure, & keepe harmless, him the sayd Shapleigh his heyres, & Assignes, from any Prson or Prsons w<sup>soeuer</sup>, lawfully Clameing any right, title or Interest, in, about, or vnto the Premisses, or any

part y<sup>o</sup>f, from by or vnder mee, according to the true Intent & meaneing of these Prese . . . In witness w<sup>o</sup>f, I haue here vnto set my hand & Seale, this 23 : of Novebr One thousand six hundred seaventy two, 1672 :

Signed, sealed & Delivered,	The marke of Rice
In the Presence of us/	Tommass/  (his seal)
Fran : Champnoown/	Ryce Tommass acknowledgeth
Walter Barefoote/	this Instrument aboue written,
Moses Mauericke/	to bee his free Act & Deed,
Tho : Watkines/	vnto Major Nicho : Shapleigh,
	before mee this 24 : of Aug-
	ust : 74 : Edw : Rishworth
	Assofe/

A true Coppy of this Instrument or deed aboue written, transcribed out of y<sup>e</sup> original & there with Compared, this 4 : Septemb<sup>r</sup> 1674 : p Edw : Rishworth ReCor :

To all Christean people, to whom these Prsents shall Come/ Know yee that I Thoma . Withers of Kittery In the County of yorke, for, & In Consideration of the fatherly & Naturall loue, & tender affection that I beare vnto my daughter Saraih Withers, In reference, & in relation to a Marrage Intended, & Concluded vpon by & between my sayd daughter Saraih, & John Shapleigh of Kittery, afore-sayd ; Haue given granted & for ever Confirmed, vnto my sayd daughter Saraih Withers, the One halfe of my farme at Oake Poynt, In spruce Cricke, that is to say, from the Eastward Cricke that goes in aboue John Fœnix, & soe vp the Cricke as fare as my Land goes, that way to the West Cricke, that goeth in by John Balls, with all y<sup>e</sup> woods & vnderwoods, vpland & Meddows, [157] as fare as the bounds of my land extends, in the sayd Cricke, with all priuiledges & appurtenances y<sup>e</sup>vnto belonging, or in any wise appertayneing ; And furthermore, I doe alsoe by these

Prsents giue grant & Confirme vnto my sayd  
 Tho: Withers daughter Saraih, the one halfe of my house &  
 To his Daught<sup>r</sup> Land, w<sup>in</sup> I now dwell, & possess: My sayd  
 Saraih Daughter to possess & Inioy the sd part of house  
 & Land Immediately after my decease; The Premisses being  
 for & in Consideration as aforesayd, given granted & Con-  
 firmed, vnto the sayd John Shapleigh & Saraih Withers,  
 thejr heyres, executors Administrators & Assigns for euer/  
 In witness w<sup>of</sup> I haue here vnto set my hand & seale, this  
 25 : day of Aprill 1671 :

Signed sealed &

Tho : Withers (<sup>his</sup><sub>seale</sub>)

Delivered in y<sup>e</sup> p<sup>s</sup>ence

of us/

Portsmouth 16 : August, 1671 : Mr

Edw : Colcord/

Tho : Withers acknowledged this

Tho : Watkins/

Instrument to bee his free Act &  
 deed, before mee Elyas Stylema :

Commissio<sup>r</sup>/

A true Coppy of this Instrument transcribed out of the  
 originall & there with Compared this 4 : Septemb<sup>r</sup> 1674 :

p Edw : Rishworth ReCor :

To all People, to whom these Prsents shall come, Nathan-  
 iell fryer of Pischataqua, In New England M<sup>c</sup>chant sendeth  
 Greeteing; Know yee that I the sayd Natha<sup>l</sup> Fryer, for &  
 Consideration of the sume of eight hundred pounds, Sterling  
 to mee In hand, before the Ensealeing, & delivery of these  
 Prsents, well & truely payd by Thomas Deane of Boston In

New England aforesd M<sup>c</sup>chant the receipt w<sup>of</sup>, I  
 Nat Fryer doe hereby acknowledg, & my selfe thejre with  
 To to bee fully satisfied, Contented & payd, &  
 Tho: Deane there of & of every part, & Parcell there of, doe  
 exonerate, acquit & discharge the sayd Thomas Deane, his  
 heyres, executors, & assignes, for ever by these Prsents;  
 Haue given granted barganed sould aliend Enfeoffed & Con-

firmed, & by these Prsents doe giue grant, freely & absolutely bargan sell alliene Enfeoff & Confirme vnto the sayd Thomas Deane, his heyres & Assigns all that my Island or Prcell of Land scituate, lijng & being with in the River of Pischataqua aforesayd, which I purchased of Francis Champernown, is Commaly called & known by the name of Champernowns Ysland, fronting two, & is bounded by the Mouth or Entrance into the sayd River, South West, & with the sea South East, & by y<sup>e</sup> River on y<sup>e</sup> North West, or however otherwise bounded according to the Deede, I had from Fran : Champernown, with all the Tenements houseing & bujldings there vpon, with my little Yslands adiacent by what name or names soeuer Called & known, Togeather with all ways, Landing, waters, water Courses, Lybertys priuiledges, & appurtenances, to the sayd barganed Premisses, or any part or Prcell thereof, belonging or in any kind app'tayneing, & all profetts Issues & Incoms thence to bee had made or raysed : As alsoe all Deeds writeings, Euidences, & Escripts, touching & concerneing the sayd barganed Premisses, or any part of y<sup>e</sup> same, fayrly, vncancelled, & vndefaced ; To haue & to hould the aboue barganed Premises, & euery part & Prcell of the same, with all & singular the lybertys priuiledges, & appurtenances, there of; with all the profetts, jssues, & Incomes there of, or thence to bee had made or raysed vnto him the sayd Thomas Deane, his heyres & assignes, to the onely proper vse & behoofe of him the sayd Tho : Deane his heyres & assigs for euer : And I the abouesayd Nathaniell Fryer doe for mee my heyres, executors, & Administrators, Covenant, promiss, & grant, to & with the sayd Thomas Deane his heyres & assignes, in manner & forme following, vidz<sup>t</sup> that before the Ensealeing of these Prsents on the day of the date hereof, I am the true soole & lawfull owner of the aboue barganed Premisses, & every part there of, & stand lawfully seized & possessed of & in the same, in my own proper right, In a good Prfect & absolute Estate of Inheritance in fee symple with out any Condition,

reversion, or lymitation : And that I haue in my selfe full pouer, good right, & Lawfull Authority, to grant bargane sell conuay & assure the same in manner & forme aforesd, And that y<sup>e</sup> sayd Barganed Premisses, are free & cleare & clearely acquitted, exonerated & discharged, of & from all manner of former, & other gyfts grants, barganes, sayles, Leases, Morgages, Wills Entayles, Joynturs Dowers, Judgment<sup>ts</sup> executions, extents, & all other Titles troubles, charges & Incomberances w<sup>h</sup>soeuer/ And that y<sup>e</sup> sd Tho : Deane, his heyres & Assignes shall, & may by force & vertue of these Prsents, for euer hereafter lawfully, peaceably & quietly haue hould vse occupy possess & Inioy to his, & thejr own proper vsse & behoofe, all & singular the aboue granted Premisses, with out the least lett, sujte hinderance, reclaym contradiction Eviction, or ejection, of mee the sayd Nathã<sup>n</sup> Fryer, my heyres executors, or administrators, or of any from by or vnder mee, or them or either of them, by our or any of our meanes, Act, Consent, title, or procurement, & of all other Prsons, haueing, claymeing or Pretending to haue, or Clayme any Legall right Title or Interest of or into the same, or any part there of/ And lastly, I the sayd Nathã<sup>n</sup> Fryer, doe Covenant promiss & Grant, for mee my heyres executors, & Administrators, y<sup>t</sup> at euery & all tyme & tymes here after, Wee shall & will bee ready & willing to doe & performe, or Cause to bee done & Prformed, every other needfull & Legall Act, or Acts whither by mine, the sayd Nathã<sup>ns</sup> acknowledgment, of this Prsent deede, or release, of Dower or pouer of thirds, with respect to Christean my wife, and that I the sayd Nathã<sup>n</sup> shall & will vpon the reasonable request, & demand of him the sayd Tho : Deane his heyres or assignes, giue & pass vnto him or them more full & ample Conuayance, or assurance of the aboue barganed premisses, soe as may bee for the more cleare, & full Confirmeing, & sure makeing, of the sayd barganed Premisses, to him the sayd Thomas Deane his heyres & assignes for euer ; Provided always, & It is Neuertheless Concluded & agreed

vpon, by & between the Partys aboue named, any thing in this Deed to y<sup>e</sup> Contrary, notwithstanding; that In case the aboue named Natha<sup>n</sup> Fryer his heyres executors, administrators, or assignes, shall well & truely pay, [158] or Cause to bee payd, vnto the aboue named Thomas Deane, his heyres & assignes, the Just & whoole summe of eight hundred pounds, Current money of & in New England, with in Three yeares next Insewing, the date here of, then this aboue written Deede to bee voyd, & of none æffect, otherwise to stand, & remajne in full force pouer & vertue, to all Intents, Constructions, & purposes In y<sup>e</sup> Law whatsoever: In which case of forfeiture the sayd Nathaniell Fryer doth obleidg him selfe, his heyres & executors, vnto the sayd Thomas Deane his heyres & assignes, In the sume & pœnulty of sixteen hundred pounds, in Current Money of & in New England, to make good vnto him the sayd Tho: Deane, his heyres & assignes; what y<sup>e</sup> aboue barganed Premisses (by any way or meanes, or for or by reason of any matter Cause or thing w<sup>h</sup>soever) shall fall short of paijng, or makeing good vnto him the sayd Tho: Deane, his heyres or Assignes the aboue mentioned some of Eight hundred pounds in money/ In witness whereof I the aboue named Nathaniell Fryer, haue here vnto put my hand & seale this Twenty six<sup>t</sup> day of August, In the yeare of our Lord One thousand six hundred seaventy four Annoq Regni Regis Charolj secundi, &c: xxvj/

Signed Sealed & Delivered/

Nathaniell Fryer (<sup>his</sup> <sub>seale</sub>)

In the Presence of us/

ffer: Gorges/

Isa: Addington/

27: 6: 74:

vpon the 20<sup>th</sup> day of Septem<sup>br</sup>

Mr Nathaniell Fryer came before mee, & did own this Instrument aboue written, to bee his Act & Deed, 1674:

Edw: Rishworth Assotiate/

vera Copia of this Deed or Instrument aboue written transcribed out of the originall, & there with Compared this 3<sup>d</sup> d: of Octob<sup>r</sup> 1674:

p Edw: Rishworth ReCor:

Know all men by these Prsents, that I Samuell Austine of Wells In the County of yorke In New England, for diverse Considerations there vnto mee moueing, & more espetially for & in Consideration of a filiall portion w<sup>ch</sup> by an obligation I stand. bound to pay vnto my sunn in law Samuell Storer, beareing date the 23 : of Novemb<sup>r</sup> 1661 : w<sup>th</sup> I

Sam <sup>l</sup> Austin To Sam <sup>l</sup> Storer	doe acknowledg my selfe to bee payd Contented, & fully satisfyd, doe by thes Presents giue grant sell bargane Enfeoff & Confirme, & by these
--	--

Prsents haue given granted sould barganed Enfeoffed & Confirmed, my soole right title propriety & Interest, of a Certen Tract & Prcell of vpland, & Meddow liijng & being at a Certen place, within the lymitts & bounds of the Townshipe of Wells, Called by the name of Epesrath, which was a Tract of Land formerly purchased of Leefe<sup>t</sup> John Littlefeild of the sayd Town, Contayneing the full quantity by estimation of one hundred Acers of Vpland, & Tenn Acers of Meddow Land, bee It more or less vnto Samuell Storer my son in law, with all the rights, benefitts, priuiledges, Imunitys & all other appurtenances there vnto belonging, from mee my heyres, executors, Administrators & assignes vnto the sd Samuell Storer his heyres executors administrators & Assignes, to haue & to hould the sayd vpland & Meddow land, from mee, my heyres, executors, Administrators, & Assignes, to the sayd Samuell Storer his heyres executors, Administrators, & assignes for euer, & I doe hereby promisse & Covenant to & with y<sup>e</sup> sayd Samuell Storer, that y<sup>e</sup> sayd vpland & Meddow, as abouebounded, & expressed, is free & Cleare from all other Titles, Clames, Interests, proprietys, leases, Morgages, & all other Incomberances w<sup>soeuer</sup>, from them being clearely acquitted, & discharged, & doe further promiss & Ingage to make good & defend the right, title, & Interest, of the aboue barganed Prmisses from all Prsone & Prsons w<sup>soeuer</sup>, Claymeing Or Prtending any Clayme of right Title or Interest from by or vnder mee/ In witness of all & euery of the Premisses as

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about barganed, & expressed, I haue here vnto afixed my hand & seale, the eight day of Octob<sup>r</sup> one thousand six hundred seaventy foure 1674 :

Signed sealed & Delivered/                      Samuell Austine (<sup>his</sup> <sub>seale</sub>)  
In the Prsence of/      Samuell Austine owneth this Instru-  
Francis Raynes/                      ment about written to bee his Act  
Emanuell Davess/                      & Deede this 9<sup>th</sup> day of Octob<sup>r</sup>  
74 : before mee Edw : Rishworth  
Assote/

A true Coppy of this Instrument transcribed out of the originall & therewith Compared this 15 : Octob<sup>r</sup> 74 :

p Edw : Rishworth ReCor :

Received by mee Sam<sup>e</sup>ll Storer, of Samuell Austine my  
father In Law, a Certen Tract of vpland, & Med-  
dow lijng at Epesrath, as p a deede appears  
Storer  
To  
Austin      vnder his hand & seale, beareing date the 8th of  
Octob<sup>r</sup> 1674 : where with I acknowledg my selfe  
to bee fully Contented, & satisfyd, for my filiall portion due  
to mee by ord<sup>r</sup> of Court, w<sup>th</sup>o hee was bound by Obligation  
23 : Noveb<sup>r</sup> 1661 : & for all other matters of Concerne  
between us, from the begining of y<sup>e</sup> world to this Prsent  
day/ I say Receud one hundred acers of vpland, & 10 Acers  
of Marsh as about sayd In full satisfaction of the p<sup>r</sup>misses,  
as witness my hand this 9<sup>th</sup> day of Octob<sup>r</sup> 1674 :

Witness Fran : Raynes/                      Samuell Storer/  
Samuell Storer owneth this receipt with in  
written, to bee his Act & deed this 9th of  
Octob<sup>r</sup> 1674 : before mee Edw : Rishworth  
Assofe :

A true Coppy of this receipt transcribed & Compared with  
y<sup>e</sup> originall this 18 : day of Octob<sup>r</sup> 1674 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Ezekell Knightts Junjo<sup>r</sup> resident In Wells in the County of Yorke, by & with the free Consent of my father M<sup>r</sup> Eze<sup>k</sup>l Knights  
 vpon severall Considerations there vnto mee  
 moueing, & more espetially for tenn pounds In  
 silver current money of New England, to mee In  
 hand payd att the Inscaleing & delivery of these Prsents, where with I doe acknowledg my selfe to bee fully payd contented & satisfyd, do giue grant bargane sell Enfeoff & Confirme & by these Prsents haue given granted barganed sould Enfeoffed & Confirmed, vnto Samu<sup>e</sup>ll Storer his heyres, executors, Administrators & Assignes, a Certen Tract or Prcell of sault Marsh, or Meddow Land, lijng & being between that part of Webbhannet River Called the fishing Hoole, & the sea Wall, being a Certen Gurnet or Nose of Land compassed about with water, It lijng vpon the sayd River, on the Southermost side there of, abutting vpon the sea Wall contayneing the quantity of about seauen or 8 Acers bee It more or less, with a Certen skirt of vpland or sea Wall, w<sup>h</sup> lyeth Adioyning [159] thervnto, where Wee vsed to set our hay (reserving onely Lyberty for my selfe to set two stackes of hay vpon the sd vpland, If Occasion bee) with all the profetts priuiledges & Immunitys or appurtenances y<sup>r</sup> vnto belonging, vnto the sayd Samu<sup>e</sup>ll Storer his heyres & assignes, to haue & to hould the sayd Marsh & skirt of vpland as aboue expressed, & bounded vnto him the sayd Sa<sup>m</sup>ll Storer, his heyres executors administrators & assignes for euer, with whom I doe by these Prsents further Covenant & agree y<sup>t</sup> the sayd Prcell of Marsh is free & cleare from all manner of Titles, Clames, leases, Interests Morgages, & Incomberances w<sup>h</sup>soever, & doe hereby stand bound to warrant & defend the same, from all Prson & Prsons whatsoever, Claymeing or p<sup>r</sup>tending any Clame or Clames from by or vnder mee In testimony w<sup>o</sup>f of all & euery of the aboue barganed Premisses, as here in is aboue bounded & expressed, I haue herevnto afixed my hand & seale, this

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eight day of Octbo<sup>r</sup> One thousand six hundred seaventy  
four/ Ezekell Knight (<sup>his</sup>scale)

Signed sealed & Delive<sup>r</sup>d

In y<sup>e</sup> p<sup>s</sup>ence of                      Ezekell Knights Junjo<sup>r</sup> & Ezekell  
Roger Playstead/                      Knights Senjo<sup>r</sup> doe acknowledg  
this Instrument aboue written to  
bee y<sup>r</sup> Act & Deede this 8 : day  
of Octob<sup>r</sup> 1674 before mee

Edw : Rishworth Asso<sup>t</sup>e/


vera Copia of this Deede or Instrument aboue written  
transcribed & Compared by the originall this 19 : day of  
Octob<sup>r</sup> 1674 : p Edw : Rishworth ReCor :

This Indenture witnesseth that I John Maisters of Wells,  
In the County of Yorke, with y<sup>e</sup> Consent of my father  
Nathãll Masters doe bind my selfe an apprentice  
to William Partridg of Wells Carpenter, in the  
same County, to continew with, abide & faith-  
fully to serue him my maister as a faithfull  
apprentice out to doe, the full & Just tearme of foure years,  
to bee fully ended from the date hereof; The sayd appren-  
tice his sd Maister faithfully to serue, his lawfull secrets  
keepe, hee shall not play at vnlawfull games, nor vnseason-  
ably absent him selfe from his sayd Maisters busines, hee  
shall not frequent Tauernes, nor lend, nor spend the goods  
or victualls of his sd Maister, without his leaue, hee shall  
not Contract Matrimony, or Committ fornication, but truly  
& trustily obserue his sd Maisters lawfull Comānds as a faith-  
full servant out to doe/

The sd Maister his sd apprentice shall teach, & Instruct in  
the Trade of a Carpenter, to the best of his skill, according  
to what his sayd apprentice is Capable of, & alsoe doe prom-  
iss to teach him to write & siffer, If hee bee Capable, & to  
giue him a set of Towls at the end of his tyme, & to pro-

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uide him dureing the sd apprenticeship, Convenient Meate drinke, lodging & washing, & seaven pounds p Ann<sup>o</sup> for to find him aparell, & provided his Maister shall goe out of the County, hee shall not haue him his sayd servant to goe along with him, without his sd apprentice Consent/ In witness w<sup>o</sup>f Wee haue here vnto set our hands & seales Interchangeably this sixteenth day of Septemb<sup>r</sup>, one thousand six hundred seaventy foure, 1674 :

John Maisters his marke  (his  
William Partridg (his  
seale)

Sealed, signed, & Delivered/

In y<sup>e</sup> Prsence of us/

Joseph Bolles/

Mary Bolles her      A true Coppy of this Indenture aboue  
marke/  written, transcribed & Compared  
with y<sup>e</sup> Originall this 20<sup>th</sup> Octob<sup>r</sup>  
1674 : p Edw : Rishworth ReCor :

Know all men by these Prsents that I James Johnson of Hampton Carpenter doe hereby acknowledg my selfe to haue received of Hene : Sayword of Yorke Millwright one bill of Twenty pounds beareing date with these Prsents, In w<sup>ch</sup> bill is specifyd the tyme place & speties on & In what the sd Twenty pounds out to bee payd, as by the sayd bill it doth & may more at large appeare, & It is in full satisfaction both & as well of all worke that y<sup>e</sup> sayd Johnson hath wrought & done for the sayd Sayword, before the date here of, vpon Accop<sup>t</sup> & mutuall agreement between them, as alsoe It is in full of all the right & Interest y<sup>t</sup> the sayd James Johnson, had, now hath, or hereafter may haue, by vertue of any grant or grants heretofore granted to him, or his heyres or assignes by the Townsmen, or select men of the Town of Wells, of any Lands swamp or swamps River water, or water Courses appurte-

James Johnson  
To  
Hen: Sayword

nances or priuiledges to erect or set vp Mill or Mills, vpon the River of Cape Porpus, in the sayd Town of wells, & doe on the receipt of the sayd bill, & In Consideration there of, fully & amply Grant vnto y<sup>e</sup> sd Hene : Sayword all my right & benefitt that I now haue, or may haue by vertue of the sayd grant, & alsoe doe acquit him of all debt & dues from the begining of the world to this day, the abouesd bill accepted, & the some y<sup>r</sup>by due/ witness my hand even y<sup>e</sup> 23d day of December In y<sup>e</sup> yeare of our Lord one thousand six hundred seauenty, 1670 :

James Johnson

Signed & Delivered

In y <sup>e</sup> Prsence of us/	Andrew Searle doth Attest vpon his
John Eaton/	oath this Instrument aboue writ-
Andrew Searle/	ten to bee y <sup>e</sup> Act & Deed of
	James Johnson before mee this
	2 : of Janva : 70 :

Edw : Rishworth Assofe :

A true Coppy of this Instrument transcribed & Compared by the originall this 27 : Octobr 1674 :

p Edw : Rishworth ReCor :


Witness these Prsents that I John Smyth Senjo<sup>r</sup>, with the Consent of Joane Smyth my wife vpon severall Considerations there vnto mee moueing, & more especially for y<sup>t</sup> naturall affection w<sup>h</sup> I doe beare vnto my loueing sun John Smyth, & vpon promiss of his Prsent & Continewed settling with us, in his own house that hee is a bujld-  
ing, vpon y<sup>t</sup> peece of Land w<sup>h</sup> I gaue him  
adioyneing to my own Land, & of his Ingage-  
ment of his helpfullness to my selfe & his  
Mother about our Occasions, & more Prticularly to helpe mee to Mow six days yearely, & to fence in six Acers of Land next adioyneing to my Land, & vpon his agreement to plant it to y<sup>e</sup> halfes ; Doe by these Prsents giue grant &

Jn<sup>r</sup> Smith  
To his Son  
John Smith

Confirme vpon my decease soole right & Interest of my house that I now liue in, with one hundred Acers of vpland, with all the outhouseing pastures, Meddows, oarchards, & gardens, with all other appurtenances there vnto belonging, the sayd Land being bounded on the Northwest, with a small Gullet w<sup>ch</sup> hath a Rocke in the middle, & on the South East Adioyneing to James Jackesons Land, W<sup>ch</sup> Land I haue hereby given granted, & Confirmed from mee my heyres, executors, Administrators, & assignes, vnto my sd sun John Smyth his heyres executors Administrators & Assigns for euer, prouided always It is to bee understood that my sun John is not to haue full possession of the sayd Lands & Meddows as his own proper Interest, & Inioyment of them sooly as his own, vntill the decease of my selfe & his Mother, whose vse & possession thejre of remajnes to them soe long as thejr naturall lifes doe Continew, & further I doe with y<sup>e</sup> Consent of Joane my wife, giue & grant alsoe vpon the same conditions as are [160] aboue expressed the full quantity of halfe my Interest, in that fresh Marsh Called by the name of Cape Nuttocke great Marsh, contayneing about seaven or eight Acers, bēng more or less, w<sup>ch</sup> house houseing Lands, Meddows, pasturs, Oarchards, gardens, & fresh Meddows as aboue mentioned the sayd John Smyth Junjo<sup>r</sup> is to haue & to hould from mee my heyres executors Administrators & Assignes to him his heyres executors Administrators & assignes for ever, with all the profetts priuiledges & appurtenances y<sup>v</sup>nto belonging, or in any wise app<sup>r</sup>tayneing, as witness my hand & seale, the 23<sup>th</sup> day of Octobr 1674 :

John Smyth Senjo<sup>r</sup>

John Smyth Senjo<sup>r</sup> doth acknowledg  
this Instrument to bee his Act &  
his Deede to his sunn John this  
23 : Octobr 74 : before mee

his marke 

Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed out of the  
originall, & there with Compared this 27 : Octobr 74 :

p Edw : Rishworth ReCor :

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Witnesseth these Prsents, that I John Purrington now of Yorke, In Consideration of that naturall loue & affection, w<sup>ch</sup> I doe beare vnto my loueing brother in law, John Pænwill of the sayd Toun Mariner, & for severall other good Considerations y<sup>r</sup>vnto mee moueing, doe give grant & Confirme vnto the sayd John Penvill, his heyres, Administrators & assigns from mee my heyres Administrators & Assignes, a Certen Tract of vpland w<sup>on</sup> lately hee hath now set his house, Contayneing the full quantity of halfe an Acer of Land, with all Priviledges & appurtenances therevnto belonging, to him the sayd John Penvill his heyres executors administrators & Assignes for euer/ to haue & to hould the sayd Land as aboue expressed from mee my heyres & Assigns for euer/ In witness w<sup>of</sup> I haue here vnto afixed my hand & Seale this second day of Noveb<sup>r</sup> 1674 :

Signed sealed & Delivered/ John Purrington (<sup>his</sup> seal)  
 In the Prsence of, John Purrington with y<sup>e</sup> Consent  
 John Davess/ of his Mother Mis Mary Davess,  
 Abra : Preble/ doth acknowledg this Instrum<sup>t</sup> to  
 bee thejr Act & Deede, this 2und  
 of Noveb<sup>r</sup> 1674 : before mee  
 Edw : Rishworth Assofe/

A True Coppy of this Instrument aboue written, transcribed, & Compared with the originall this 6th day of Novb<sup>r</sup> 1674 : p Edw : Rishworth ReCor :

Witness the Prsents, that I Ann Godfrey of Yorke, doe for diverse good Considerations there vnto mee Moueing, & in Consideration of eight pounds already In hand by mee Received, of Hene : Donell, & Samson Anger, both of the sayd Town, bargain sell make ouer & Confirme vnto y<sup>e</sup> sd Henery & Samson my soole right & Interest, that I haue,

Ann Godfrey  
 To  
 Hen Donnel &  
 Samson Angler

or euer had or shall haue, of a Certen Necke of Land Contayeing certen Yslands of vpland, & certen Tracts of Marsh or Meddow ground adioyneing there vnto, liing & being on the South side of the River, of Yorke neare vnto y<sup>e</sup> Mouth of the sayd Harbour, with vpland & Meddow Contayneing by Estimation Twenty Acers, more or less, I doe freely giue grant & Confirme, to y<sup>e</sup> sd Henery Donell & Samson Anger, & to y<sup>r</sup> heyres & Assigns for euer, to haue & to hould & peaceably to Inioy the same with out any let or Molestation, from mee or by my means/ In witness w<sup>o</sup>f I haue here vnto set my hand & seale, this fieteenth day of Novebr 1659 :  
Signed sealed & delivered, Ann Godfrey (<sup>her</sup><sub>seale</sub>)

In y<sup>e</sup> psence of

her marke 

Edw : Rishworth

Susanna Rishworth/

This bill of sayle acknowledged p  
Mis Ann Godfrey to bee her  
Act & deede, this 15<sup>th</sup> of 9<sup>th</sup>  
1659 : before mee

Edw : Rishworth Assote/

A true Coppy of this Instrument transcribed out of the  
originall, & y<sup>r</sup>with Compared, this 13 : 9 : 1674 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Harker now liueing at Winter Harbour in the County of Yorke in New England, for diverse good Considerations there vnto mee moueing, & more especially In Consideration of Tenn pounds to mee In hand payd by William Moore of yorke, In the same County fisherman, where with I am fully payd Contented & satisfyd, doe giue grant Assigne make ouer & Confirme, vnto the sayd William Moore his heyres executors Administrators or Assignes, & haue hereby given granted made ouer & assign'd a Certen Tract of Land vpland, & Meddow

Jno Harker  
To  
W<sup>m</sup> Moore

adioyneing y<sup>r</sup>vnto, being a small Ysland Contayneing the quantity of three Acers bee It more or lesse, with all y<sup>e</sup> profetts priuiledges & appurtenances there vnto belonging, W<sup>ch</sup> Ysland is Commonly Called by the name of Harkers Ysland, being & lijng vpon the North West side of Yorke Harbour, goeing vp the River neare vnto the Mouth of the sayd Harbour; To haue & to hould the sayd vpland & Marsh adioyneing there vnto, the sayd William Moore his heyres, executors, Administrators & Assignes for euer, from mee my heyres executors administrators & assignes for euer, & I doe further Covenant & agree with the sayd William Moore y<sup>t</sup> the sayd Ysland & Marsh is free & Cleare from all Just Clames, & Prtences of Clames w<sup>ts</sup>oeuer, & doe further Ingage to make good the right & Title thereof from all Prsons whatsoeuer, from by or vnder mee/ In witness w<sup>of</sup> I haue here vnto afixed my hand & seale this: 17<sup>th</sup> day of Novemb<sup>r</sup> 1674: seizen & possession being now given by John Harker, & accepted there of by William Moore at the date hereof/

John Harker (<sup>his</sup> seale)

Signed sealed & delivered,

his marke →

In the Prsence of/

John Davess/

John Parker Senjo<sup>r</sup>

his marke H

John Harker doth acknowledg this Instrument to bee his Act & Deede, this 17th of 9th 1674: before mee

Edw: Rishworth Assote/

A true Coppy of this Instrument transcribed out of the originall & there with compared this 26: day of Novemb<sup>r</sup> 1674: p Edw: Rishworth ReCor:

Witnesseth these Prsents, that I John Frost Senjo<sup>r</sup>, Inhabitant of yorke in New England, doe In Consideration of fluety pounds In hand payd, do alienate & sell, make ouer ratify & Confirme vnto Arther Beale Senjo<sup>r</sup>, his heyres Ad-

Book II, Fol. 160, 161.

ministrators or Assignes for euer, from mee my  
 Jn<sup>e</sup> Frost  
 To  
 Ar: Bealle  
 heyres administrators or Assignes, a Certen Tract  
 of Land, liyng & being in the Township of Yorke,  
 neare the Harbours Mouth, with all appur-  
 tenances y<sup>r</sup>vnto belonging, to him the sayd Arther Beale  
 his heyres, executors, Administrators or Assignes for euer,  
 To haue & to hould the sayd Land as aboue sayd, from mee  
 my heyres, or Assignes for euer/ In witness w<sup>o</sup>f I haue  
 here vnto afixed my hand & seale, this Ninth day of No-  
 vemb<sup>r</sup> 1674 :

The marke of (<sup>his</sup> ~~seale~~)

Signed sealed & Delive<sup>r</sup>d/

John Frost/ **IF**

In the Prsence of us/

John Davess/

John Frost Senjo<sup>r</sup> owneth this Instru-  
 ment aboue written to bee his Act  
 & deede this 20<sup>th</sup> of Noveb<sup>r</sup> 1674 :  
 before mee Edw : Rishworth

Sam<sup>l</sup> Donell/

Assote/

A true Coppy of this Instrument, transcribed, & Com-  
 pared with the Originall this 26 : day of Nov<sup>r</sup>ber 1674 :

p Edw : Rishworth ReCor :


[161] This witnesseth, that I John Wincoll of Kittery  
 in the County of Yorke, in y<sup>e</sup> Colony of the Massatusetts In  
 New England, for & In consideration of Thyrtty & five  
 pounds, sterlg, already received of Nicho : Hodgsden of the  
 Town aforesd, to full Content & satisfaction, hath given  
 granted barganed sould, Enfeoffed & Confirmed, & doth by  
 these Prsents for him selfe, his heyres executors & Admin-  
 istrators giue grant bargan sell, Enfeoff & Confirme, vnto  
 the aforesd Nicho : Hodgsden one Messuage, or Tenement  
 scituate & liyng in the Town of Kittery aforesayd, & Con-  
 tayingning one dwelling house, with vpland & Marsh Contayne-  
 ing by estimation about Thyrtty Acers more or  
 lesse as It is bounded, with the Land of Miles  
 Jn<sup>e</sup> Wincol  
 To  
 Nic<sup>e</sup> Hodgdon  
 Tomson on the South, the River on the West, &  
 Burch brooke & Cone on the North, & the high

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way that Leadeth towards Sturgeon Cricke/ W<sup>h</sup> house & land was formlly in the yeare 1651: bought of John Heard, & since y<sup>t</sup> tyme In y<sup>e</sup> possession of the sayd Wincoll, & his Assignes with out Molestation, & now by y<sup>e</sup> sd John Wincoll sould vnto y<sup>e</sup> sayd Nicho: Hodgden; To haue & to hould the aboue barganed Premisses, with all the appurtenances & priuiledges there vnto belonging, to him the sayd Nicho: Hodgden, his heyres executors, administrators & Assigns for euer, the same to defend against all Prsons w<sup>h</sup>soeuer, Claymeing any lawfull right title or Interest in, or to any of the aboue barganed Premisses, or any part or Parcell thereof, by from or vnder the sayd John Wincoll or his heyres executors administrators or Assigns, & for Confirmation of y<sup>e</sup> treuth here of y<sup>e</sup> sd Jo<sup>n</sup> Wincoll hath here vnto set his hand & seale this sixteēth day of June, In the yeare of our Lord, One thousand six hundred seauenty & foure/  
Signed sealed & delivered/ John Wincoll (<sup>his</sup>seale)

In the Prsence of/

Isacke Stocks his  
marke 

William Ash his  
marke/ 

This Instrument aboue written was  
Acknowledged to bee the Act &  
Deede of Mr John Wincoll, this  
17<sup>th</sup> day of July 1674: before mee  
Roger Playstead Assofe/

A true Coppy of the Instrument aboue written transcribed,  
& Compared by the originall this first day of Decemb<sup>r</sup> 1674:  
p Edw: Rishworth ReCor:

Bee It known vnto all men by these Prsents, that I Francis Littlefejlđ Senjo<sup>r</sup> of Wells in the County of yorke In New England, for a valeuable Consideration of full satisfaction, already received in hand, doe from mee my heyres, executors, administrators & assignes, covenant, sell, Assigne & make ouer, & by these Prsents haue barganed sould & doe Confirme a Certen Parcell of sault Marsh, lijng, & being in

BOOK II, FOL. 161.

Wells at Agunquett, bounded by the River, w<sup>ch</sup>  
Fran: Littlefield runnes from Ogunquett towards the Necke of  
To Land, & the sea Wall, vnto John Manning of the  
J<sup>n</sup>e Manning aforesd Town & County, his heyres executors,  
administrators & Assignes, to haue & to hould, & peaceably  
Inioy for ever, with all the appurtenances priuiledges, &  
Conueniences there vnto belonging, with the Thatch bankes  
& skirts of Marsh, which in all Contaynes about fūe or six  
Acers bee It more or lesse & further I doe Ingage to defend  
& Mantayne, the sayd Title to bee firme & good vnto y<sup>e</sup>  
sayd Manning & his assignes for euer/ w<sup>h</sup>vnto I haue set my  
hand & seale this three & Twenteth day of Febru: In y<sup>e</sup>  
yeare of our Lord, Anno Dom<sup>i</sup>: one thousand six hundred  
seaventy three/  
Signed sealed & Delivered/ Fran: Littlefejlđ Senjo<sup>r</sup>/ (<sup>his</sup> <sup>seale</sup>)  
Rebecca Littlefejlđ her

In the Prsence of us/

marke

R

Jos: Bolls/

Jonathan Hamonds/ Francis Littlefejlđ Senjo<sup>r</sup>, appeared  
the first day of Aprill 1674: &  
did acknowledg this Instrument  
to bee his free Act & deede ac-  
cording to y<sup>e</sup> Teño<sup>r</sup> thereof, before  
mee Bryan Pendleton Asso<sup>te</sup>

A true Coppy of This Instrument aboue written tran-  
scribed out of the Originall, & there with Compared this  
17th day of Decemb<sup>r</sup> 1674: p Edw: Rishworth ReCor:

To all Christean people whom these may Concerne/ Know  
yee that I Francis Backcus of Wells In the County of Yorke  
in New England, for & In Consideration of Tenn pounds, to  
mee In hand payd by Thomas Manning of Ipswich, in the  
County of Essex Carpenter, as alsoe for diverse other good  
Causes & Considerations, mee there vnto espetially moueing,  
haue granted barganed & sould, & by these Prsents doe

BOOK II, Fol. 161.

grant bargane sell, & Confirme all my right title  
 Fran: Backcus & Interest of foure Acers of Meddow, lijng &  
 To being in two Parcells, both Prcells being in the  
 Tho: Manning Town of Wells, & next adioyneing vnto the  
 Meddow, of Leeften<sup>e</sup> Jo<sup>n</sup> Littlefejlđ on the West side, &  
 ould Agnes Littlefejlđ on the East side, being one Parcell &  
 the other Prcell scituate lijng & being, on the East side of the  
 sayd Agnis Littlefejlđs Meddow, & on the West side of  
 the Meddow of John Cross Senjo<sup>r</sup>/ To haue and to hould,  
 the sayd Premisses, with all the priuiledges & appurtenances  
 there vnto belonging, to him the sd Thomas Manning his  
 heyres executors Administrators or Assignes for ever from  
 mee the sayd Francis Backcus my heyres executors Admin-  
 istrators & Assignes, without any molestation lett or hinder-  
 ance from mee or any vnder by or from mee, by any Clayme  
 or Prtence w<sup>h</sup>soeuer, for the true Prformance where of to bee  
 made good, I bind mee my heyres, executors, & Administra-  
 tors in the pœnall some of Twenty pounds of Lawfull money  
 of New England/ In witness w<sup>h</sup>of I haue here vnto sett my  
 hand & seale this Eight day of Octob<sup>r</sup> in the yeare of our  
 Lord Anno Dom<sup>i</sup> one thousand six hundred seāventy foure/  
 and In the six & twentieth yeare of our soueraign Lord  
 Charles the secund by the grace of god, of England Scotland  
 France & Ireland King, Defend<sup>r</sup> of the faith &c :

Signed sealed & Delivered/ Francis Backeus (<sup>his</sup>seale)

In the Prsence of/

Jonathan Hammonds/ Francis Backcus, & his wife Rebec-  
 Jos : Hammonds/ cah Backus, doe own this Instru-  
 ment aboue written to bee y<sup>r</sup> Act  
 & Deed, acknowledged in Court  
 this 7th of Octob<sup>r</sup> 74 : as Attests

Edward Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed  
 & Compared with the Originall this 22 : day of Decemb<sup>r</sup>  
 1674 : p Edw : Rishworth ReCor/

To all Christian people whom this may Concerne, Know  
yee, that I John Barret of Wells in the County of Yorke In  
New England, Planter, for diverse good Causes & Consider-  
ations, mee there vnto moueing & more espe-  
cially, for & in consideration of a valewable some  
of full satisfaction to mee already in hand payd  
by Thomas Manning, doe from mee my heyres  
executors, Administrators & Assigns, bargane & Couenant,  
sell Assigne & make ouer, & by these Prsents haue barganed  
Couenanted sould, Enfeoffed, & Confirmed vnto the aforesd  
Thomas Manning, of Ipswich In the County of Essex in New  
England Carpenter, his heyres executors Administrators &  
Assignes, a Tract of vpland scituateing & being in the Town  
of wells bounded as followeth, the lower end next the sea,  
begining & butting vpon Mr Samll Wheelwrights Farme,  
lijng on the North East side [162] of John Cloyse his Land,  
and to runne thyrtty pooles in breadth Eastward, & vp into  
the Countrey, till one hundred & fuetty Acers bee fully  
Compleated, vpon the same Lyne as other Lotts, adioyneing  
to it runnes, togeather with seaven acers of Meddow bee It  
more or lesse, scituateing & being in the Township of Wells  
at a place Commanly known by the name of Duxbury, vpon  
the westermost branch of Ogunquet River, & Adioyneing to  
the Meddow of Nath<sup>l</sup> Maisters, with all the profetts priui-  
ledges & appurtenances there vnto belonging: To haue & to  
hould, & peacebly to Inioy for euer, & hereby do couenant  
& Ingage y<sup>t</sup> y<sup>e</sup> sd Tho: Manning & his heyres shall quietly  
& peacebly the Premisses Covenanted & sould with out  
any lett, hinderance, or molestation, from any either from  
by or vnder mee Notwithstanding any Clayme or Prtence  
whatsoever/ For the reall & true Prformance of euery part  
of the Premisses sould, to bee made good to y<sup>e</sup> sd Thomas  
Manning, his heyres executors Administrators & Assignes,  
I bind my selfe my heyres executors administrators in the  
pœnall some of one hundred pounds Current money of New  
England/ In witness w<sup>r</sup>vnto I haue subscribed my hand &

seale, the second day of Novemb<sup>r</sup> In the yeare of our Lord Anno Dom<sup>i</sup>: one thousand six hundred seaventy foure, & In the six & Twentieth yeare of the Reign of our Soueraigne Lord Charles y<sup>e</sup> second, of England Scotland, France & Ireland King, Defend<sup>r</sup> of the faith &c :

Signed sealed, & Delivered,

In the Prsence of/

Thomas Baston/

Jonathan Hammonds/

John Barret *f* (his  
seale)

John Barret with the free Consent  
of Elizabeth Barrett his wife,  
doe own this Instrument aboue  
written, to bee y<sup>r</sup> Act & Deede,  
before mee this 14th day of No-  
vemb<sup>r</sup> 1674 :

Edw : Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed  
out of the Originall, & y<sup>r</sup>with Compared, this 28 : of Decemb<sup>r</sup>  
74 : p Edw : Rishworth ReCor :

Let all men know by these Prsents, that I John Readman  
of Hampton, blacke smyth, for & in Consideration of the  
some of Thyrtty pounds, of Lawfull money, & other good  
pay, in New England to mee in hand payd & secured to bee  
payd by the hands of Henery Sayword of the

Jn<sup>e</sup> Readman

To

Hen: Sayword

Town of Yorke, In y<sup>e</sup> County of yorke, haue  
barganed alienated sould, transferred & set ouer,  
& by these Prsents doe giue grant, bargajne,  
aliene, & sell, transferr & sett ouer, vnto the sayd Henery  
Sayword, all that Lott, or Tract of Land, scituate & lijng &  
being in yorke by the River of yorke, on the Easter side of  
the sayd River, & bounded by the yorke Mill Cricke, on the  
North West or there abouts, & by the Land of Hene : Lynns,  
his heyres executors, Or Assignes on the South East, & soe  
to the North West vnto & by on a direct Lyne, vntill fiuet  
Acers bee Completed, or there abouts which is the demen-

tions of the sayd Tract: Which Land was in the Tenour of Thomas Gorges Esq<sup>r</sup>, and freely given & granted vnto Margerett Knight, the late wife of the sd John Readmā: by the sayd Gorges; And now at the date of these Presents, the sayd John Readman doth declare & promiss vnto all Prsons that hee the sayd Readman, is lawfully ceazed, possessed, & Interested, of & in the sayd Land, as his proper Right, & Title, & Inheritance for euer, as free houlth, Hath & hereby doth grant for him his heyres, executors, Administrators & Assignes, to haue & to hould the sayd Tract of Land & Marsh, If any there bee, with thejr, & any of thejr appurtenances profetts, Emoluments & Commoditys w<sup>h</sup>soeuer, vnto him the sayd Henery Sayword his heyres executors, Administrators & assigns for euer, saued & kept harmeless, or otherwise warranted & discharged against him the sayd John Readman, his heyres, executors, administrators or assignes, & from all other, & all manner of Prson or Prsons whatsoever, lawfully Claymeing the sayd Tract of Land, or any part or Prcell thereof/ In witness hereof I the sayd John Readman, haue here vnto set my hand & seale, even the sixth day of July, in the yeare of our Lord god, one thousand six hundred seaventy & one/

Sealed & delivered

John Readman (<sup>his</sup> <sub>seale</sub>)

in y<sup>e</sup> Prsence of us/

Andrew Searle/

Fran: Raynes/

Ephraim Marston/

John Manning/

This Instrument acknowledged in

Court this sixth day of July

1672: p John Readman to bee

his own Act & deed, before

Edw: Rishworth Assote/

A true Coppy of this Instrument transcribed out of the originall, & there w<sup>h</sup> Compared this 12: day of Janv: 1674:

p Edw: Rishworth ReCor:

This Indenture made the Twenteth day of Aprill, in the one & Twenteth yeare of the Reign of our Sovereigne Lord

Charles the second, by the Grace of god, of Engld Scotland, France, & Ireland King, Defend<sup>r</sup> of the faith &c: Between Daniell Moore of Portsmouth In the River of Pischataq blacke smyth, on the one Party, & Andrew Newcomb of Kittery In the County of Yorke fisher man of the other Party, Witnesseth that the sayd Danjell Moore, for & in

Consideration of the some of fifety eight pounds  
 Dan<sup>l</sup> Moore of Lawfull pay of New England, in hand before  
 To the Ensealeing & delivery of these Prsents,  
 And: Newcombe well & truely payd, the receipt Whereof the sayd  
 Daniel Moore doth hereby acknowledg, & him selfe to bee  
 fully satisfyd contented & payd & thereof, & of euery part  
 Parcell & penny there of, doth acquit exonerate & discharge,  
 the sayd Andrew Newcombe his heyres executors, & Admin-  
 istrators, & euery of them for euer by these Prsents; Hath  
 granted barganed & sould, aliend Enfeoffd Convayed, released  
 Assured, delivered & Confirmed, & by these Prsents doth  
 grant bargane & sell aliene Enfeoff, Convay release Assure,  
 deliver & Confirme vnto the sayd Andrew Newcombe his  
 heyres & Assignes all that dwelling house scituate lijng &  
 being in Kittery aforesayd, Neare vnto Thomas Spynnys,  
 sometyms heretofore in the Tenour & Occupation of James  
 Emberry, & late in the Tenour & Occupation of the sayd  
 Daniell Moore; And also all those six Acers of Land, bee  
 It more or less Adioyneing to the sayd dwelling house at a  
 place there called Emberrys poynt, or by what other name  
 or names soeuer, the same is or hath been Called & known  
 togeather alsoe with all ways paths passages, trees wayes  
 waters Comānes Easements profetts Commoditys Advan-  
 tages, Emoluments & hæriditaments, & appurtenances w<sup>so</sup>-  
 euer to the sayd dwelling house & Land belonging or in any  
 wise app<sup>t</sup>ayneing/ And alsoe all the Right Title Clayme, vss  
 possession Reversion Remaynd<sup>r</sup> & demand whatsoeuer of him  
 the sayd Danjell Moore, of in & vnto the sayd Premisses, &  
 of in & vnto euery or any part or Prcell thereof, to haue & to  
 hould the sayd dwelling house & Lands, & euery part & Par-

cell there of, & all trees wayes waters paths passages Com-  
 anes, Ease<sup>me</sup> profetts Commoditys, advantages Emolu-  
 ments, hæridataments & appurtenances w<sup>soeuer</sup>, vnto the  
 sayd Andrew Newcombe his heyres, & Assignes for euer, to  
 the onely soole proper vss benefitt & behoofe of the sd Andrew  
 [163] Newcombe his heyres & Assignes for euer, & to & for  
 noe other vse Intent & purpose whatsoever, & the sayd Dan-  
 jell Moore for him his heyres executors & Administrators, &  
 for all & euery of them doe hereby Covenant promisse & grant  
 to & with y<sup>e</sup> sayd Andrew Newcombe his heyres & Assignes,  
 & to & with euery of them by these Prsents, that hee the  
 sayd Andrew Newcombe his heyres & assigns & euery of  
 them shall & Lawfully may from tyme to tyme, & at all  
 tymes for euer hereafter, quietly & peaceably haue hould,  
 vse occupy possess & Inioy to his & there own proper vse &  
 behoofe all & singular the sayd before hereby granted &  
 barganed Premisses, & euery part & Parcell thereof with the  
 appurtenances freed acquitted & discharged, or otherwise  
 well & sufficiently saved, & kept harmeless of & from all &  
 all ma<sup>n</sup>er of former & other barganes sayls gyfts grants  
 Leases Joynters Dowes, Titles, troubles, charges, & Incom-  
 berances w<sup>soeuer</sup> heretofore had made Committed suffered  
 or done or to bee had made comitted suffered or done by  
 the sayd Danjell Moore his heyres executors Administrators  
 or Assignes, or any of them, or of or by any other Prson or  
 Prsons w<sup>soeuer</sup>, lawfully Claymeing from by or vnder him or  
 either of them/ In Witness whereof the partys aboue named,  
 to these Prsent Indentures, Interchangeably haue set thejr  
 hands & seales the Day & yeare first aboue written, 1669 :  
 Sealed & Delivered in the

Prsence of

Abra : Corbett/

Nicho : Tuckerman/

Francis Champernown/

Stephen Edwards signe/

The marke of

Danjell *DM* Moore <sup>(his seal)</sup>

*S*

A true Coppy of this Instrument transcribed out of the  
 Originall & there with Compared this 14 : day of Janv : 1674 :  
 p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Cutt of Ports-  
 mouth in Pischataq In New England M<sup>r</sup>chant for & In Con-  
 sideration of the some of Thyrtty pounds Current pay of  
 New England, in hand payd by Sa<sup>m</sup>ill Fernald of the same  
 place, shipwright, where with I acknowledg my selfe fully  
 satisfyd, contented & payd, by these Prsents haue barganed  
 & sould, & by these Prsents do bargan sell  
 J<sup>n</sup><sup>r</sup> Cutt aliene assigne, Enfeoff, Convey, release, deliuer  
 To & Confirme vnto y<sup>e</sup> sayd Sa<sup>m</sup>ill Fernald all that  
 Sam: Fernald my house & Land, formerly in the Occupation of  
 Andrew Newcombe, & given vnto mee vpon execution, at the  
 County Court held In Wells July 1674 : Which sayd Land  
 Contayns about or between fīue or six Acers more or less,  
 scituate, lijng, & being next vnto the Land of Spinny on Kit-  
 tery side, being bounded by the mane River of Pischataq on  
 one part there of, & a Coue or Cricke on the other part, &  
 the sayd Spiñys on another part, with all trees woods, vnd<sup>r</sup>-  
 woods, priuiledges & appurtenances there vnto belonging, or  
 app<sup>r</sup>tayneing ; To haue & to hould the sayd house, & fīue or  
 six Acers of Land, adioyneing, bee It more or less, to him  
 the sayd Sa<sup>m</sup>ill Firnald his heyres executors, Administrators  
 or Assigns for ever, to & for noe other vse intent or pur-  
 pose w<sup>h</sup>soeuer, without the Lett or hinderance of mee the  
 sayd John Cutt my heyres executors, Administrators or  
 assignes, or any other Prson from by or vnd<sup>r</sup> mee or them,  
 & further I the sayd John Cutt doe hereby promiss to  
 defend the Title of the before hereby barganed Premisses,  
 against the sayd Andrew Newcomb, & all other Prsons from  
 by or vnder mee, laijng lawfull Clame to the same, from by  
 or vnder mee, the sayd John Cutt, my heyres executors &

BOOK II, FOL. 163.

Administrators & here vnto I bind mee my heyres executors  
& Administrators vnto the sd Samell fernald his heyres,  
executors, Administrators or assignes/ In witness w<sup>r</sup>of haue  
to these Prsents set my hand & Seale the eight day of Jan-  
vary, one thousand six hundred seaventy foure, 1674 :

Signed sealed & Delivered/

John Cutt (<sup>his</sup><sub>seale</sub>)

In the Prsence of/

ffran : Morgan/

Benja : Starr/

This 8 : of Janvary 1674 : Mr John  
came & acknowledged this Instru-  
ment to bee his free Act & Deede  
before mee

Elyas Styleman Commissio<sup>r</sup>

A true Coppy of this Instrument aboue written tran-  
scribed, & Compared with the Originall this 25<sup>th</sup> day of  
Febru : 1674 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Arther Beale  
Senjo<sup>r</sup> of Yorke, doe acknowledg my selfe to bee Justly  
Indebted vnto John Frost Senjo<sup>r</sup> of yorke the full & Just  
some of fuety pounds, being in Consideration of a Tract of  
Land bought of the sayd Frost, with houses &  
all appurtenances y<sup>r</sup>to belonging, and the aboue-  
sayd some to bee payd as followeth in fiae years  
tyme/ begining at y<sup>e</sup> date hereof, to say Tenn

Arthnr Bealle  
his Bond  
To Jn<sup>e</sup> Frost

pounds in y<sup>e</sup> yeare one thousand six hundred seaventy fue,  
& Tenn pounds in the yeare one thousand six hundred  
seaventy six, & tenn pound in the yeare one thousand six  
hundred seaventy seaven, & Tenn pounds in the yeare one  
thousand six hundred seaventy eight, & tenn pound in the  
yeare one thousand six hundred seaventy nine, & the pay  
to bee in fish or beife, or porke, or staues, & to bee  
delivered at Convenjent places, at prices Current, & vpon  
the non payment of either yeare, to bee lawfull for the sayd  
Frost to make his reentry, & for y<sup>e</sup> Prformance hereof the

sayd Beale, doth bind him selfe, his heyrs executors, or Assigns, vnto the sd John Frost, his heyres executors or Assigns as witness my hand & seale, this 10<sup>th</sup> day of Noveb 1674 :

Arther Beale (<sup>his</sup><sub>seale</sub>)

Signed sealed & Delivered/

his marke 

in the Prsence of us/

John Davess/

Arther Beale doth acknowledg this

Samuell Donnell/

Instrument or writting aboue writ-  
ten, to bee his free act & deed, this  
10<sup>th</sup> day of Febru : 1674 before mee

Edw : Rishworth Assofe :

A true Coppy of this Instrument transcribed, & Compared  
with y<sup>e</sup> Originall this 25 : day of Febru : 1674 :

p Edw : Rishworth ReCor :

- Articles, Couenants, & Conditions of agreement be-  
tween Henery Sayword of Yorke Millwright, of  
the one party, & Thomas Paty of the Town of  
Wells Weauer on the other Party, had made &  
Concluded on the Twenty ninth day of Decemb<sup>r</sup>,  
Anno Dom : 1670 :

Inp<sup>r</sup> That W<sup>r</sup>as the abouesd Henery Sayword, togeather  
with the sayd Thomas Paty, haue obtayned a grant of &  
from the Town of Wells, of the priuiledg of Cape Porpus  
River, with in the sayd Town of Wells, with free lyberty for  
[164] them or y<sup>r</sup> Assignes, to sett a Saw Mill on the sayd  
River, togeather with Tymber for the vsse, & to bee sawn by  
the sayd Mill, & other priuiledges : Now these Prsents Wit-  
nesseth, that y<sup>e</sup> sayd Thomas Paty, for Certen good Causes  
& Considerations hereafter in these Prsents, hath Assigned  
transferred, & for euer set ouer vnto the sayd Soward, & his  
Assigns all his right Interest tytle and Clame that hee had  
hath or might haue, vnto the sayd River or place, or priui-  
ledg to sett a Mill vpon, as aforesd, by vertue of the sayd

grant of & from the sayd Town, or any part there of, And  
the sayd Thomas Paty doth hereby promiss, cou-  
enant from him selfe & his heyres executors  
**Tho: Paty** Administrators & Assignes, that hee the sayd  
**&**  
**Hen: Sayword** Henen: Sayword, shall & may from tyme to tyme,  
& at all tymes hereafter, quietly & peaceably Erect bujld, &  
Continew a saw Mill or Mills on the sayd River, with out  
the lett denyall, disturbance or Interruption, of him the sayd  
Paty his heyres, executors Administrators or Assignes, or of  
any other Prson or Prsons Clameing from by or vnder him  
or vnder his grant or Title/

Item/ The sayd Henery Sayword, for & in Consideration  
here of, for him selfe his heyres executors & Administrators,  
doth hereby Covenant & promiss to & with y<sup>e</sup> sayd Thomas  
Paty That y<sup>e</sup> sd Tho: Paty or his Assignes, shall haue free  
lyberty to bring Loggs, to y<sup>e</sup> sayd Mill When Erected, to  
bee sawn at y<sup>e</sup> sd Mill, & the sayd Paty shall haue all such  
boards as shall bee Cutt by one of the saws that goeth in the  
sayd Mill, for the space & tyme of one yeare, or twelue  
Compleat Moenths vidz<sup>t</sup> one Moenth the next fall, of the  
yeare after the sayd Mill is made fitt, to goe & saw, & fve  
Moenths the next summer after, & six Moenths the second  
summer after, the second Moenth to begine where the first  
ended, and the third sawing to begine w<sup>t</sup> the second ended,  
soe to haue what can bee sawn in the sd Twelue Moenths of  
y<sup>e</sup> yeare, & alsoe to haue free Lyberty to cut good pine  
loggs, for all tyme afterwards, dureing the Continewance of  
the sd Mill, & bring them vnto y<sup>e</sup> sd Mill on his own Cost &  
charge, & the sd Sayword to saw them or cause them to bee  
sawn the next sumer after, & the boards soe sawn of such  
Loggs or planke or slit worke, to bee æqually deuided,  
between the sayd Sayword & Paty, or thejr Assigns, & free  
lyberty to Cut y<sup>e</sup> sayd loggs, on any grant belonging to y<sup>e</sup>  
sayd Sayword in Wells or else where/

Item The sayd Henery Sayword doth further Couenant  
that It shall bee lawfull for the sayd Thomas Paty, or his

Assignes, to Cut grass & make hay in vpon that Marsh that  
y<sup>e</sup> sayd Sayword hath by vertue of the Gen<sup>e</sup>ll Courts order  
vp in y<sup>e</sup> Countrey out of the bounds of the Town of Wells  
sufficient for eight oxen euery yeare, while they do draw  
loggs for the sayd Mill, & alsoe the sayd Paty or his Assigns  
euery yeare for the tyme to come, some tyme in Septemb<sup>r</sup>  
to giue notice vnto the sayd Sayword or his successors, w<sup>t</sup>  
men & oxen hee will Imploy, to draw loggs that yeare  
Insewing, that y<sup>e</sup> sayd Sayword bee not damnifyd, nor his  
Mill hindred/ In witness here of, Wee haue here vnto these  
Covenants set our hands & seales, euen the day & yeare  
aboue written/

Thomas Paty (<sup>his</sup>seale)

Sealed & delivered

In y<sup>e</sup> psence of us, Cap<sup>t</sup> John Davess, & Andrew Searle,  
John Davess/ doe Attest vpon y<sup>r</sup> oaths that this  
Andrew Searle/ Instrument aboue written is the  
Act & deede of Thom<sup>s</sup> Paty, before  
mee the 2 : of Janv : 70 :

Edw : Rishworth Assofe/

A true Coppy of this Instrument aboue written, tran-  
scribed & Compared with the originall this 26 : day of  
Febru : 1674 : p Edw : Rishworth ReCor :

Witnesseth these Prsents, that I John Davess Inhabitant  
in yorke, in New England for diverse good Causes, & In  
Consideration of the affection w<sup>h</sup> I beare, vnto my Loueing  
son in law, John Penwill Mariner, & now Inhab-  
itant in the Town of Yorke, do giue grant &  
Confirme, & set ouer vnto my sd son in law John  
Penwill, his heyres executors Administrators or  
Assignes, the one halfe part of a ware house and wharff liijg  
in yorke neare Sampson Angers, with all priuiledges &  
appurtenances y<sup>v</sup>nto belonging, to him the sayd John Pen-  
will, his heyres, executors, administrators or Assignes for

Davis  
To  
Penwill

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ever to haue & to hould, the sayd Land as aboue expressd,  
from mee my heyres executors Administrators or assignes  
for ever/ In witness W<sup>r</sup>of I haue here vnto afixed my hand  
& seale this 27 : day of Febru : 1674 :

Signed & sealed & Delivered/ John Davess (<sup>his</sup> scale)  
In the Presence of/ Cap<sup>t</sup> John Davess owneth this In-  
Shuball Dummer/ strum<sup>t</sup> aboue written to bee his  
Peter Weare Senjo<sup>r</sup>/ Act & Deed, this j : day of  
March 1674 : before mee  
Edw : Rishworth Assofe/

A true Coppy of this Instrum<sup>t</sup> transcribed ; & Compared  
with Originall this 4th day of March 1674 p Edw : Rishworth  
ReCor :

To all Christean people to whom these Presents shall come  
greeteing/ Know yee that I willia<sup>m</sup> : Johnson of Yorke Car-  
penter with the Consent of my wife, Hannah Johnson, hath  
by these Prsents barganed sould & sett over vnto Isack  
Everest, a Certen Lott of Land, lijng & being or butting  
vpon the path, which goeth from the sayd Town  
of Yorke, vnto Henery Saywords Mills, on the  
North west side of the sayd Path ; The lott Con-  
tayneing in breadth Twenty two pools & an halfe  
in breadth, as It is soe bounded the lot of Sargeant John  
Twisden is on the Eastward side of the sd Lott, & y<sup>e</sup> lot of  
Mr Lewis Beanes on y<sup>e</sup> Westward side thereof & soe the  
sayd Lott is to runne backwards vpon a North & by East  
lyne, vntill fiuteen Acers bee fully Compleated, for & In  
Consideration of the sume of Tenn pounds, in good &  
Current pay of New England, to mee in hand payd, before  
sealing here of, & doe by these Prsents, bind mee, my  
heyres, executors, Administrators, & Assignes, vnto Isacke  
Everest, his heyres, executors, Administrators & Assignes,  
that hee & they shall, from tyme to tyme, & at all Tyms,

W<sup>m</sup> Johnson  
To  
Isaac Everest

quietly & peaceably Inioy all the sayd lot of Land, & euery part & Parcell there of, with all the benefit w<sup>t</sup>soever grow- ing or Issewing out of or vpon the sayd Lott, of Land, Which sayd Lott of Land, was given vnto mee by the Towns men of Yorke, & haue hereby sould all & euery part & Prcell thereof, & doe fully & wholly acquitt & discharge the sayd Everest, from all Titles, Troubles, & Incomberances whatsoever, of Dower, or Title or Dower, of my now wife Hannah Johnson, or any Prson, or Prsons whatsoever, & for the true Prformance w<sup>r</sup> of Wee haue herevnto set our hands, & seals this 10 : day of Janv : 1669 :

Signed sealed & Delivered

Willia<sup>~</sup> Johnson

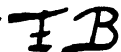
in the Prsence of/

his marke  (his so ..)

John Twisden/

Hannah Johnson her  
(scale)

Tho : Bragdon his

marke/ 

William Johnson, & Hannah John-  
son his wife doe own this In-  
strum<sup>t</sup> to bee y<sup>r</sup> Act & deed this  
first of March 1674 : before mee

Edw : Rishworth Assofe :

[165] Memorand<sup>~</sup>: quiet & peaceable possession was  
given, by the sayd William Johnson vnto the sayd Isacke  
Everest this 10th of January 1669 : In the Presence of/

Peter Weare/ John Twisden/

A True Coppy of this deede with in written transcribed ;  
& Compared with the originall this 4th day of March 167<sup>4</sup> p  
Edw : Rishworth ReCor :

Articles of agreement made between the Select men of the  
Town of Yorke on the one Party, & Henery Sayword of  
the sayd Town Millwright, on y<sup>e</sup> other party/

1 : The sayd Henery Sayword doth hereby Ingage him  
selfe, & his Assignes, vnto y<sup>e</sup> Townsmen in the behalfe of  
the sayd Town, to bujld or cause to bee bujlt for the Town

of yorke, a good sufficient meeteing house of the dementions as followeth/ The sayd house is to bee fourty foote in length, Twenty eight foote in breadth, & sixteen foote stooode between Joynts, to haue two diamiters one at each end, & a Compleate Turret on the Topp, & a pullpet Convenjent for the minister, with a Table fit for y<sup>e</sup> sayd house/

2: The sayd Meeteing house is to bee sufficiently flored, with good two Inch planke, & thoroughly finished with Convenjent seates, sutable for an house of such a proportion, w<sup>o</sup>f the two fore seats, the one for the men, the other for y<sup>e</sup> wi<sup>m</sup>ne, to bee made with barresters/

3: The sayd Hene: Sayword, doth ingage him selfe to Inclose the sayd Meeteing house, with good sound planke slabbs three Inches thicke, & to Batten the sd planke sufficiently on the out side, & to civer It with good inch boards on the topp, & with Inch &  $\frac{1}{2}$  boards vnderneath, & to make two sufficient doores in the sayd house, & eight or tenn windows, W<sup>h</sup> shall bee most necessary, onely the Towne is to find nayls & glass for all the sayd house/

4: Hee doth further promisse to helpe to raft down the Tymber, When the frame is ready to bee brought down to the Towne, & to send one or two hands If neede require to helpe down with the raft, w<sup>h</sup> the Town doth send vp for the same/

5: Henery Sayword doth Ingage to secure those Marshes of Edw: Rishworths in y<sup>e</sup> ould Mill Cricke, as alsoe those Marshes on that side the River belonging to y<sup>e</sup> Town from any da<sup>m</sup>nage w<sup>h</sup> may accrew from him selfe, or any others that shall draw Tymber for him, by his or there oxens treadeing or eateing vp of the same/

6: Hee the sayd Sayword doth further Ingage him selfe that y<sup>e</sup> sayd house according to its severall dementions as aboue expressed, shall bee begune & finished at or before the last of August next Insewing (onely the Turrett, the place w<sup>o</sup>f in the meane tyme hee is to make tite by Inclos-

ure) with the dyameters, & some part of the seats, w<sup>h</sup> hee hath lyberty to make & finish vntill the 14: of May followg 1667: for the true Prformance of the Premisses, all & euery part there of, I the sayd Henery Sayword doe Ingage my selfe & my Assignes, In a bond of Two hundred pounds, vnto the Select men of y<sup>e</sup> Town of Yorke/

vpon Henery Sayword his bujlding & finishing of the meeteing house, & Prformance of such other Conditions, as here are with in expressed, Wee the Select men of the Town of Yorke, doe Ingage our selues in the Towns behalfe, to make good vnto the sayd Sayword, or his Assigns these Considerations following/

1: Wee doe giue vnto him the free vsse & Lyberty of the pine swampe, lijng vpon the South West side of Yorke River, to Cutt pine Tymber, for the vss of his saw Mills, begining on the westermost side of the sayd Cricke, & soe backe two miles from the river side, soe fare as the bounds of the Town doth extend, the vss of which Tymber shall bee rent free, for the full Tearme of six years from the date here of, ammounting in the whoole to y<sup>e</sup> valew of fourty eight pounds/

2ly Wee doe further grant & give vnto the sayd Henery Sayword, & his assig<sup>e</sup> for ever, according to what Interest the Town hath therein, one Tract of Land lijng & being on the furthest side of the River, adioyning to y<sup>e</sup> Tract & Prcell of Land, w<sup>h</sup> formerly was Tho: Beesons, & now the sayd Land is in the possession of Edw: Rishworth, Contayneing the quantity of three hundred & fiuety Acers, & a Prcell of Grassy swampe about Twenty Acers lijng neare there vnto/ & one Prcell or two of Meddows or swamps, to make Marshes of whither they doe ly behind or about that Land aforesd, or within or behind any part of that swampe, w<sup>r</sup> Hene: Sayword Cutts his loggs, soe fare as the bounds of the Town doth extend, in case such a Meddow, or Meddows can bee found/

3ly Wee doe likewise grant, & giue vnto him one hundred

& fuety Acers of Land lijng & being between scituate Marsh, & Cape Nuttacke pond, neare vnto which there are three slippes of Marsh, as alsoe Twenty Acers of grassy swamp, bee It more or lesse/

4ly Wee doe likewise grant vnto the sayd Sayword an Addition of twenty pooles, to bee added to the Northerly bounds of his home lott, according to y<sup>e</sup> full extent there of, & thyrty pooles of Land to bee added to Abra : Prebles lott, lijng next Hene Saywords Land, on Condition that y<sup>e</sup> sayd Preble doe grant Hene : Sayword a Convenjence for watering of his Cattle, out of his own Land/

5ly, Wee doe further Ingage, according to the best right the Town hath, or shall haue in the Tymber, & Lands aforesd, & doe Confirme the Premises vnto the sayd Hene : Sayword, & his Assigns as aboue expressd, provided hee or they doe pay, or Cause to bee payd Annually such cheefe rents, vnto such proprietor or proprietors vnd<sup>r</sup> his Majesty, as from tyme to tyme, shall haue pouer to demand, & require the same, & If it soe fall out, that through the Change of Tyms, the sayd Hene : Sayword, should bee depriued of y<sup>e</sup> Tymber or Lands or any part there of w<sup>h</sup>y hee cannot Inioy it or them as aboue expressd, then Wee Ingage to make good the valew of what may bee taken away, either in whoole or in part from the sd Henery Sayword, vnto him in honest m<sup>c</sup>chatble pay, the full Computation thereof for finishing the house, amounting to one hundred & twenty pounds, W<sup>ch</sup> payd by this agreement the rent of the Tymber cometh to fourty eight pounds & the Lands to seaventy two pounds, out of w<sup>h</sup> rent or Lands, according to w<sup>t</sup> part there of is or may bee taken away, Wee promiss to make a proportionable allowance as aforesd, for y<sup>e</sup> same answerable to y<sup>e</sup> valew thereof/

6ly Wee doe likewise promiss to remoue the seats from the ould Meeteing house to the new at the Towns Charge, w<sup>r</sup> being remoued Hene : Sayword doth Ingage, to place them there at his own Charge for y<sup>e</sup> most convenience/

And further Wee the Select men as Intrusted for y<sup>e</sup> Town,

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In the Towns behalfe doe Ingage in a bond of Two hundred pounds, vnto Hene : Sayword vpon the fullfilling of his Covenant, & Conditions w<sup>h</sup>y hee stands obledgd to us, to Prforme our agreements ~~as~~ aboue mentioned vnto the sayd Saword/

[166] In testimony w<sup>h</sup>of, I haue here vnto put my hand & Seale, this 2und day of March, In the seauenteenth yeare of our soveraign Lord the King, Charles the 2cund 1665 : Sealed signed & delivered/ Henery Sayword (<sup>his</sup> ~~scale~~)

In the Prsence of/  
Samuell Wheelewright/  
Samuell Austine/

Wee the Select men of the Town of yorke, & Henry Sayword, doe mutually agree, Conclude & stand to this Covenant made about bujlding the meeteing house, in all Prticulars there in mentioned to all Intents & purposes, onely doe Consent, that y<sup>e</sup> tyme for the bujlding of the sd house, shall bee Inlarged, vnto the last day of August next Insewing, at w<sup>h</sup> tyme according to former conditions mentioned in the Couena<sup>t</sup> aboue sayd is to bee done & finished, as Witness my hand this 8th day of June 1667

I further agree that for feare of the want of nayls, that the house must bee done w<sup>h</sup> stoods/

Witnesses/

William Hooke/  
Thom<sup>s</sup> Withers/

Henery Sayword/

A true Coppy of this Instrument  
aboue written, & the post script  
vnder written transcribed out of  
the originall, & y<sup>e</sup> with Com-  
pared this first day Aprill 1675/  
Edw : Rishworth ReCor :

Rich<sup>d</sup>  
Pott's Bond  
To  
Edw<sup>d</sup> Creeke

This bill bindeth mee Richd Potts of Cascoe  
bay fisher man my heyres executors, & Adminis-  
trators, to pay or Cause to bee payd vnto Mr  
Edw : Creeke of Boston his heyres executors

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administrators or assignes, the some of seaven pounds tenn shillings, Current money of New England vpon demand/ witness my hand this tenth day of Novebr sixteen hundred seaventy & one/

James Barber his marke



Richard Potts/

Henery finch/

James Barber & Henry finch testify that they were Prsent & did see Richd Potts signe & Deliuer this bill as his Act & deed/ sworne vnto March 9 : 167 $\frac{1}{2}$  : before mee Edw : Ting Assist<sup>t</sup>

A true Coppy of this bill with y<sup>e</sup> Attests transcribed & Compared with y<sup>e</sup> originall this 6 : Aprill 1675 : p Edw : Rishworth ReCor :


Know all men by these Prsents y<sup>t</sup> I Richd Potts of New Dameris Coue doe acknowledg mee my heyres & Assignes to ow & stand duely Indebted vnto Hene Kembal & Edw : Creeke both of Boston, thejr heyres executors Administrators or assignes in the full & Just some of seaventeen pounds Eleven shillings two peence, due to bee payd at or vpon the tenth day of June next Ensewing the date here of, in good M<sup>c</sup>hable fish or refuge fish at price Current, & y<sup>v</sup>nto I bind mee my heyres & Assigns firmly by these Prsents, as witness my hand this 7th of Decembr 1672 :

Witness here vnto/

Richd Potts/

William Hobby/

William Hobby & Josua Hewes

The marke of  Ann

Jujo<sup>r</sup>, testify vpon oath that they were Prsent, & did see Ric : Potts signe & deliuer the bill aboue written as his Act

Hobby/ Josua Hewes/

& deed/ Josua Hewes alsoe testifys y<sup>t</sup> hee him selfe & Fran : Tebbet were Present & did see Hene : Kembal set his hand vnto the Assignment written vpon y<sup>e</sup> backe side of y<sup>e</sup> bill/

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Taken vpon oath this 9th March 167 $\frac{1}{2}$  before mee Edw :  
Tyng Assisf :

Know all men by these Prsents y<sup>t</sup> I Henery Kemball with  
in written doe Assign ouer vnto Edw : Creeke with in writ-  
ten or his Assignes, all my right title & Interest of this with  
in written bill, to bee his whooke Interest or his Assignes,  
In witness w<sup>r</sup>vnto I haue set my hand this 9<sup>th</sup> day of Decemb<sup>r</sup>  
1672 : Hene : kemball

witness in y<sup>e</sup> psence of

. . . . . Hows/ Fran : Tebbutt/

A true Coppy of this bill with the Assignm<sup>t</sup> there of, tran-  
scribed & Compared with the originall this 6th of Aprill : 75 :  
p Edw : Rishworth ReCor :

I Francis Littlefeild Junjo<sup>r</sup> of Wells, In the Massatusetts  
Colony in New England this fifth day of february, one  
thousand six hundred seaventy foure, though  
weake in body yet Pfect in memory blessed bee  
god, doth willingly & with a free hært Committ  
my soule into y<sup>e</sup> mercifull hands of Almighty  
god my saujo<sup>r</sup>, & my body vnto the earth from whence It  
Came, & my estate I dispose of as followeth/

Francis  
Littlefield Jun<sup>r</sup>  
his Will

Inp<sup>m</sup> Ater my funeralls bee discharged, & all other  
debts, I doe giue & bequeath vnto my Loueing wife Meri-  
bah, my househould stuff to dispose of to my children, vnto  
w<sup>h</sup> of them shee thinkes good, & I give vnto my sayd wife  
one third<sup>e</sup> of all my stocke & Moueables with out to bee hers  
& her assignes for ever/

Item I giue vnto my Elldest sunn Joseph, my home lott  
with all my houseing, Saw Mill, & Corne Mill, with all the  
appurtenances y<sup>r</sup>vnto belonging, and the other two 3d parts  
of my stocke, Namely oxen houseing Cows, with other Cattle,  
when hee hath Attayned the age of Twenty two yeares, hee  
paijng the Legacys follg

Namely to my sunn Nathan five pounds/

To my sonn Jonathan five pounds/

To my sunn Job five pounds/ to my sonn Daniell five pounds, When they Attayne the age of Twenty one yeares/

And my will is that hee shall pay vnto my daughter Mary, Tenn pounds/

To my daughter Johanna Tenn pounds/

To my daughter Tabbatha Tenn pounds/

To my daughter Hannah tenn pounds to bee payd to them W<sup>n</sup> they haue Attayned the age of eighteen yeares/

Item I giue vnto my sonn Nathan, & Jonathan all my lands & Meddows at Mary Land, æqually to bee deuided, between them w<sup>n</sup> they come to bee the age of Twenty one years/

Ite: I giue vnto my sonn Job, & Daud all my Land at Ogunquett, with the seaven Acers of Marsh that I bought of John Barrett, æqually to bee deuided between them w<sup>n</sup> they haue Attayned the age of Twenty one yeares/

And my will is W<sup>n</sup> my sunn Joseph doth enter vpon y<sup>e</sup> house & Land hee shall pay vnto my wife tenn pounds p Ann: for three years towards the Mantayneing of the small children/


And my will is that my whoole estate as It now is shall remajne in my wifes hand, to mannage & Improue for the mantayneing of her & my children, vntill my sonn Joseph bee at age namely Twenty two years ould/

And I doe hereby nominate & appoynt my deare & Loueing wife Meribah & my sonn Joseph & Nathan to bee my executors, of this my last Will & testament, & hereby doe desire & appoynt my Loueing frejnds Mr Willia Symonds & Samuell Wheelewright ouerseers of this my last will & testament, Revoakeing all [167] other wills gyfts bequessts & testaments, whatsoeuer In testimony whereof, I haue here vnto set my hand & seale the day & yeare aboue written/

Samuell Wheelewright/

Francis Littlefeild (<sup>his</sup> seale)

Fran: Littlefeild Senjo<sup>r</sup>/

Jujno<sup>r</sup> his marke 

# BOOK II, FOL. 167.

Mr Sañill Whelewright, & Fran : Littlefejd Senjo<sup>r</sup> doe  
Attest this Instrument to bee the last will & testament of  
Fran : Littlefejd Junjo<sup>r</sup>, & did before them declare It to bee  
his Act & deede/ Taken vpon oath in Court this 6th of  
Aprill, 1675 : Edw : Rishworth ReCor :

vera Copia of this will transcribed & Compared w<sup>h</sup> y<sup>e</sup>  
originall this 14 day of Aprill 1675/ p Edw : Rishworth  
ReCor :

A True Inventory of the estate of Fran : Littlefejd Jujo<sup>r</sup>  
deceased the sixt day of Febru : 1674 :

Inp <sup>s</sup> for neate Cattle & horse kind.....	140: 00: 0
If swine five pounds   Land & Marsh at Mary Land 20 <sup>th</sup> ..	025: 00: 0
Dis His Inventory	
If Land at Ogunquet & Marsh belonging to it.....	050: 00: 0
If the dwelling house houseing, Lands & Meddows.....	300: 00: 0
If One saw Mill & Corne Mill.....	225: 00: 0
If 3 bedds & bedding.....	012: 00: 0
If New Cloath five pounds 5 & 5-  one Chest & one Cubbard five pounds	010: 05: 0
If one great Kettle & other househould goods.....	010: 00: 0
If weareing Cloaths 12 <sup>th</sup> three hides 2 & 10: 0.....	014: 10: 0
If 4 Gunnes 6 <sup>th</sup> powder & shot 30 <sup>th</sup> .....	007: 10: 0
If nayls & yokes & Chayns & other Tackelling three pounds.....	003: 08: 0
If for axes & other Carpenters Towles.....	002: 00: 0
If one Cart & Wheeles.....	002: 05: 0
	<u>801: 18: 0</u>

Apprisers, William Hammod<sup>s</sup>

Meribah Littlefejd, doth Attest      Abra : Tylton/

vpon her oath that this Inventory  
of the goods of her husband Fran :  
Littlefejd deceased, is the full of  
the sd estate, according to her best  
knowledg, & If more doe appeare  
shee will declare it, & It is to bee  
added y<sup>v</sup>nto/ taken vpon oath  
In Court Aprill : 7 : 1675 :

Edw : Rishworth ReCor :

A true Coppy of this Inventory transcribed, & Compared  
with y<sup>e</sup> Originall this 16 : day of Aprill 1675 : p Edw : Rish-  
worth ReCor :

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**Rob Marshall** I Robert Marshall of Boston doe acknowledg  
**his Bond** my selfe Justly & truely Indebted vnto Mr  
**To Fran: Morgan** Francis Morgan, the full & Just some of Twenty  
pounds thyrteen shillings & fve pence to bee payd vpon  
demand, In Corne, or porke or both, which is the ballance  
of all Accōpts from the begining of the world from the day  
of the date hereof, between the sd Marshall & the sayd Mor-  
gan, as may & doth appeare by the Prticulars by Mr Mor-  
gans booke Aprill: 6: 1672:

Witness Samuell Brown/

Robert Marshall

Roger Dereing/

A true Coppy transcribed, & Compared p the originall,  
this 8th day of May 1675: p Edw: Rishworth ReCor:


Know all men by these Prsents that I Robert Marshall  
Mariner, liueing in New England In Boston, do  
**D<sup>ne</sup>** acknowledg my selfe to ow & to bee Indebted  
**To Jn<sup>r</sup> Bray** vnto John Bray shipwright, the Just & full  
some of seaventeen pounds, in provissions, or goods, &  
fourty shillings of It in money, shyngle nayles, to bee payd  
in Septemb<sup>r</sup> next Insewing the date of this bond, the pro-  
uissions to bee payd at y<sup>e</sup> price Current In Boston, & to bee  
delivered at the house of John Bray shipwright In  
Pischataq River/ In witness w<sup>of</sup> I haue here vnto set my  
hand, this Twenty two day of July 1672:

Witness, John Pett

Robert Marshall

Ephraim Crocket his

Jo<sup>n</sup> Pett, & Ephraim Crockett

marke 

maketh oath that they saw  
Mr Robert Marshall deliuer  
the aboue bill to Mr Jo<sup>n</sup>  
Bray as his Act & Deede/  
Taken vpon oath this 10<sup>th</sup>  
of Septemb<sup>r</sup> 1672: before  
mee Geo: Muniroy Assofe/

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I Jo<sup>n</sup> Bray doe Ingage vnto Mr Robert Marshall Mariner  
to stay six Moenth<sup>s</sup> after the date here of, & y<sup>e</sup> sd Bray is  
not to molest y<sup>e</sup> sd Marshall, vnless hee sell his  
Jn<sup>e</sup> Bray pinke Lennum, or part thereof & then y<sup>e</sup> sd  
Engagem<sup>t</sup> To John Bray is to bee payd his Twelue pounds, in  
Rob<sup>t</sup> Marshall mony at demand, or else to stay the aforesd  
Tearme of six Moenth<sup>s</sup>, from this 21<sup>th</sup> day of July 1673 : by  
mee John Bray/

Thomas Markes/

Jo<sup>n</sup> Ratleffe/

Received by mee John Bray in part of  
this Bill from Mr Robert Marshall  
of Boston, Mariner the summe of  
fue pounds in goods/ I say Re-  
ceived by mee John Bray/  
July 21 : 1673 :

Witness/ Thomas Markes/

John Ratliffe/


A true Coppy of this bill, of Robert Marshalls & John  
Brays Ingagement to Marshall, & of Brays Recep<sup>t</sup> of fue  
pounds, transcribed out of the originall, & y<sup>r</sup>with Compared,  
this 8th day of May 1675 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Henery Sayword  
of yorke, In the County of yorke Millwright, vpon severall  
Considerations there vnto mee moueing, & more espetially  
for soe much namely for a Prcell of worke by mee already  
accepted, & Received of Hene : Brown & James Oare Scotts-  
men, & now rescidents in the Township of Wells, within y<sup>e</sup>  
County aforesd, w<sup>r</sup>with I am fully payd Contented, & satis-  
fyd, haue giuen, granted, barganed, sould, Enfeoffed & Con-  
firmed, & by these Prsents, from my selfe my heyres, exe-  
cutors, Administrators, & Assignes, doe giue, grant, bargan  
sell, Enfeoff, & Confirme, vnto the sayd Henery Brown &  
James Oare, thejr heyres executors, Administrators, &  
Assigns for ever : One Tract or Prcell of Land, Contayneing

the quantity of Two hundred Acers, being Twenty Rodds  
downewards, from the Mill house, at Mowsome,  
Hen: Sayword  
To In breadth to runne from that place, or bounds,  
Hen: Brown  
& James Oare by the water side down towards the Landing  
place, & soe ouer the Cricke there, at the sayd  
Landing place, vnto the foure small Pine trees, standing by  
the water side, being the first Hill w<sup>r</sup> the path goeth vp a  
little Ashen swampe, at the foote of the Hill, being the  
bounds by the water side, & soe to ruñe backwards Into y<sup>e</sup>.  
woods from the water side, vpon a streight lyne, vntill the  
Two hundred Acers of Land bee fully Completed, the  
breadth w<sup>o</sup>f as aboue expressed, goeth from the first bounds  
next the Mill vnto the first Hill, & the foure pine trees bee  
It more, or lesse: Which Two hundred Acers of Land as  
aboue expressed, the sayd Henery Brown, & James Oare  
doe haue & doe hould, from the afore named Hene: Sayword  
& his heyres, & assignes to the sayd Brown & oare, & to  
thejr heyres, & Assignes for euer, with all the profetts priu-  
iledges Imunitys Commoditys, & appurtenances w<sup>o</sup>soeuer,  
there vnto belonging or any wise appertayneing, to Henery  
Brown & James Oare, thejr heyres & Assigns for euer;  
And further the sayd Henery Sayword doth couenant, &  
promiss with the sayd Brown & Oare that this Land is free  
& Cleare. from all manner of Titles, Clames, Morgages  
Interests Intanglements What [168] soeuer, & that he will  
secure & Defend the Interest thereof against all Prson &  
Prsons w<sup>o</sup>soeuer, intending or Pretending any Title or right  
there vnto from by or vnder him/ In witness where of I  
haue here vnto afixed my hand & seale, this 3d day of  
June 1675: Hene: Sayword (<sup>his</sup> <sub>seale</sub>)

Signed sealed & Delivered/

In the Prsence of/  
Nath<sup>n</sup> Maysterson/  
James Grant his

marke 

Henery Sayword appeared before  
mee, & acknowledged this In-  
strument to bee his Act &  
Deede, this 3d of June: 75:

Edw: Rishworth Assofe

A True Coppy of this Instrument transcribed & Compared  
with the Originall this 5th day of June 1675 :

p Edw : Rishworth ReCor :

To all people to whome this Prsent deede of sayle shall  
come, Majo<sup>r</sup> William Phillips of Winter Harbour In yorke  
shyre, otherwise the province of Mayne, In the Colony of  
the Massatusetts In New England in America Sendeth  
greeteing in our Lord God Euerlasting ; Know yee, that the  
sayd Willia<sup>t</sup> Phillips, with the free & volentary Consent of  
Bridget his wife, for a valewable Consideration, by the giue-  
ing vp one bill due from mee, the some of fuety pounds  
foure shillings, tenn peence, ever since the fourth of March  
sixteen hundred fuety & six, as alsoe for the resigneing of  
the remajns of one bill for a debt of one hundred & seaven  
pounds Sterling: due from John Hawthorne, which was  
Assigned by mee the twelfth day of March one Thousand six  
hundred sixty six, for a debt due from mee by booke vpon  
the makeing vp of Accompt the eight day of Decemb<sup>r</sup> six-  
teen hundred fuety five, the just some of fourty pounds  
seaventeen shillings & six peence, the whoole being ninety  
one pounds two shillings, besid<sup>e</sup> the forbearance of the sd  
summe, for more then Thyrteen years comes to one hundred  
pounds more, soe that the whoole Consideration is One hun-  
dred & Ninety pounds, to him in hand before the sealeing &  
delivery here of, well & truely payd by Majo<sup>r</sup> Gen<sup>e</sup><sup>l</sup> John  
Leveret of Boston In New England in the County of Suf-  
focke in the aforesd Coloney, of the Massatusetts In New  
England, M<sup>c</sup>chant the receipt of which valewable Consid-  
eration the sayd William Phillips doth acknowledg, by  
these Prsents, & y<sup>t</sup>with to bee fully satisfyd, & Con-  
tented, & y<sup>t</sup>of doe acquit, & discharge the sayd John Lev-  
eret his heyres executors Administrators, & Assignes, &  
euery of them for ever, by these Prsents: Hath given

granted barganed sould, aliend Enfeoffed & Confirmed, & by these Prsents doth fully Clearely & absolutly giue grant bargane sell aline Enfeoff & Confirme to the sayd John Leveret his heyres & Assigns for ever, A Tract or quantity of Land Contayneing three square English Miles, liſng & being aboue Sacoe ffalls, in the County or Province aforesayd, being vpon a streight lyne by the sayd River three English Miles North Westwardly, & to runne vp the Mayn Land, soe fare the full breadth three English Miles, soe as that It may bee three English square Miles, & is butting on the sayd Sacoe River Easterly, & on the Land of the sayd William Phillips Northerly, & by the Land of the sayd Willia : Phillips westwardly, & is bounded by the Land of Richd Russell Southwardly, with all the Tymber Trees, Woods, vnderwoods Meddows, waters ways fishing fowling, hunting, coman of Pasture rightts, lybertys profetts & haeriditaments w'tsoever growing ariseing, being comeing, Isewing in vpon or out of the Premisses, & euery part & Prcell there of, or to the same or any part there of, belonging or in any manner of wise appertayneing/ Togeather with privileged<sup>s</sup> of a Landing place, below the ffalls, vpon the sayd River w<sup>t</sup> a vessel may floate to Loade, & for y<sup>e</sup> bujlding of ware houses, & laiſng of Lumber, what y<sup>e</sup> sayd Leveret his heyres Administrators or assignes shall haue Occasion for: And all the estate right title Interest vss property possession Clame & Demand whatsoever, of him the sd William Phillips of in or to the sayd barganed Premisses, or any part there of: And all Deeds Evidences, or Writeings whatsoever, Concerne the sayd barganed Premisses, onely, & Coppys of all such deeds evidences & writeings, w<sup>ch</sup> Concerne y<sup>e</sup> same, with other things :

To haue & to hould, the sayd three Miles square of Land, liſng & being, butting & bounded as aforesayd, togeather with y<sup>e</sup> Landing place below y<sup>e</sup> Falls, with all y<sup>e</sup> singular, the Emoluments & appurtenances there of, & privilegedges y<sup>to</sup> in any wise belonging or app'tayning vnto the sayd

John Leverett his heyres & Assignes for ever: And the  
sayd William Philli . . for him selfe his heyres executors, &

Administrators doth Couenant & Grant, to &  
W<sup>m</sup> Phillips with y<sup>e</sup> sayd John Leveret his heyres, & Assignes  
To by these Prsents In manner & forme followg  
John Leverett

That hee the sayd William Phillips at the tyme  
of the grant bargane & sayle of y<sup>e</sup> Premisses to y<sup>e</sup> sayd  
John Leveret, & vntill the Delivery hereof vnto y<sup>e</sup> sayd  
John Leveret to y<sup>e</sup> vss of him his heyres & Assigns for  
ever, was the true & Lawfull owner & proprietor of the  
aboue barganed Premisses, & that hee hath in him selfe full  
pouer, & lawfull authority the Premisses to grant bargane  
sell, & Confirme as aforesd, And y<sup>t</sup> the sd John Leverett  
his heyres & Assignes, shall & may hence forth for ever,  
Lawfully peaceably & quietly, haue hould vss possess Inioy  
& dispose of the sayd barganed pmisses, with y<sup>e</sup> appurte-  
nances y<sup>r</sup>of free & Cleare, & Clearly, exonorated, acquitted  
& discharged, or otherwise at all tymes p the sayd Wil-  
liam Phillips, his heyres executors & Administrators, suf-  
ficiently saved defended & kept harmeless, vnto the sayd  
John Leverett his heyres & Assignes, of & from all manner  
of forme & other Gyfts grants, barganes, sales, Leases,  
Assignem<sup>ts</sup>, Morgages Wills Intayls, Judgm<sup>ts</sup> executions for-  
fetures, seizurs, Joynters Dowers, pouer & thirds of Bridget  
his now wife, to bee Clamed or Chalenged of in or to the  
same, or any part there of; And of & from all other Titles,  
charges, Acts, & Incomberances w<sup>ts</sup>soever, had made done,  
Comitted or suffered to bee had made Committed or done,  
by the sayd William Phillips his heyres, executors Adminis-  
trators, or any other Prsone or Prsons w<sup>ts</sup>soever, lawfully  
Clameing or Prtending to haue any estate right title Interest  
vse, property Clayme, or demand whatsoever, of in or to the  
same, or any part thereof, from by or vnder him, them or  
either of them, & that y<sup>e</sup> sayd William Phillips his heyres,  
executors Administrators, the sayd barganed Premisses,  
vnto the sd John Leverett his heyres & Assig<sup>ts</sup> against them

selues respectiuely, & all & euery Prsone & Prsones whatsoever, Clameing or to Clayme any estate, right title, Interest vsse, property Clayme or demād whatsoever of in or to the same or any part there of, from by or vnder him them or any or either of them, shall & will warrant & euer defend by these Psents & y<sup>t</sup> the sayd William Phillips his heyres, executors & Administrators, vpon reasonable & Lawfull demānd, shall & will Prforme, & doe & cause to bee Prformed & done, any such further Act & thing w<sup>t</sup>soever, whither by way of acknowledgm<sup>t</sup> of this psent Deede [169] Or release of Dower, In respect of her the sayd Bridgett, or in any other kind that shall or may bee for the more full Compleateing Confirmeing or sure makeing of the sayd barganed Premisses, vnto the sd John Leveret his heyres & assignes for ever, according to the true Intent here of, & according to y<sup>e</sup> Laws of the County or Province or Jurisdiction w<sup>i</sup>n the sd barganed Premisses lyeth; In witness w<sup>o</sup>f, the sd Willia<sup>m</sup> Phillips hath here vnto set his hand & seale, the seventh day of May, In yeare of our Lord God, one thousand six hundred sixty nine, And in the one & twentieth yeare, of the Reign of our soueraign Lord Charles the Secund, by the Grace of god, of England Scotland France & Ireland, King, Defend<sup>r</sup> of y<sup>e</sup> faith &c :

Signed sealed &

William Phillips (<sup>his</sup> seale)

Delivered in the Prsence

of us/ William Paddy/

Nath<sup>l</sup> Lubbert/

This Deed was acknowledged by

Majo<sup>r</sup> William Phillips May :

7 : 69 : before Edw : Tyng

Assistant

A true Coppy transcribed out of the Originall, & there with Compared this 15<sup>th</sup> day of June 1675 :

p Edw : Rishworth ReCor :

To all to whom this Deede of gyft shall come/ I Nath<sup>a</sup>  
Phillips of Boston In New England M<sup>c</sup>ha<sup>t</sup> sendeth greete-  
ing/ Kow yee, that I the sayd Nath<sup>a</sup> Phillips for & in  
Consideration of a Certen competent sume of Lawfull Money  
of England, to mee in hand payd before y<sup>e</sup> Ensealing &  
delivery of thes Prsents, by John Powell of London M<sup>c</sup>chant  
the Receipt w<sup>o</sup>f I doe hereby acknowledg, accordingly, &  
for diverse other good Causes & Considerations mee there  
vnto espetially moueing, haue given granted &

Nath<sup>a</sup> Phillips

To

Jn<sup>e</sup> Powel

Confirmed, & by these Presents doe fully cleare-  
ly & absolutely give all that Tract of Land lijng  
& being at Sacoe in the Province of Mayn In  
New England, butting South Westwardly on the side of  
Sacoe River, & is bounden between the Lands now or late  
of Cap<sup>t</sup> Bryan Pendleton formerly known & Called the West  
feild Lott, or Plantation & from thence extending down the  
River to the Lands of Christopher Hobbs, Contayneing in  
Length one Mile & one fourth part of a Mile, or y<sup>a</sup>bouts  
fronting to the River, & extending in Length backward  
from the River foure Miles togeather with a Necke of Land  
commonly known & Called by the name of Parkers Necke,  
lijng from Chellsons house to the fishing stages, & soe to  
low water Marke (Stephen Sargents dwelling house stage &  
flake rown on the sayd Necke excepted) with all Tymber,  
Trees Woods, vndr woods, soyle Mines, Meddows, pastures  
feedeings, Lybertys, ffrantices, profetts, Comoditys &  
advantages w<sup>o</sup>soeuer, with the priuiledges of fishing, fowling,  
Hunting, hawking & all other the profetts & appurtenances  
to y<sup>e</sup> sayd Tract of Land, & Necke of Land & either of  
them belonging or in any ways app<sup>t</sup>ayneing, all & singular  
Which sayd Prmisses the sayd Nath<sup>a</sup> Phillips hath & hould-  
eth by the Gyft of William Phillips of Sacoe In New England,  
father of the sayd Nathall Phillips; To haue & to hould,  
receiue & Inioy the sayd Premisses hereby mentioned to bee  
before by these Presents given & granted vnto the sayd John

Powell his heyres & Assignes, to the onely proper vsse & behoofe, of the sayd John Powell his heyres & assigns for ever, freely peaceably & quietly, with ont any manner of Reclayme or Contradiction of mee the sayd Nath<sup>a</sup> Phillips, my heyres executors or Administrators, or the sayd William Phillips my father, or either of us, or any other Prsone or Prsons by our or either of our, or by any other meanes, title or procurement in any manner of wise: And with out any Accompt Reckoning or answere to mee or to any in my name to bee given rendered or done In tyme to come, soe that Neither I the sayd Nath<sup>l</sup> Phillips, my heyres executors Administrators, or any other Prsone or Prsons by us for us & in our names or in the names of us or any of us, At any tyme or tymes hereafter, shall or may aske Clayme Challenge or demand in or to the Premisses, or any part or Prcell thereof (except or before excepted) any Interest right title vsse, or possession, but from all Action of Right title Cayme Interest vsse, possession, & demand thereof, Wee & euery of us to bee vtterly excluded & for euer debarred by these Prsents; And I the sd Nath<sup>l</sup> Phillips my heyres executors, & Administrators the Prmisses hereby mentioned freely given & granted vnto the sayd John Powell his heyres & Assignes against all Prsones w<sup>soeuer</sup> shall, & will warrant & defend for euer by these Prsents/

In witness w<sup>of</sup> I the sayd Nath<sup>a</sup> Phillips haue herevnto set my hand & seale the sixth day of August Anno Dom<sup>i</sup>: 1674: & In the six & twentieth yeare of the Reigne of King Charles the secund of England &c:

Sealed & delivered/

Nath<sup>a</sup> Phillips (<sup>his</sup>seale)

In the Prsence of/

Wittam Hall/

John Weekeham P<sup>r</sup>ser:

Joseph Gillam/

Elisha Bennett/

Joseph Gyllam appeared before

mee this twenty third day of

Novebr 1674: & tooke oath

that hee was Prsent on y<sup>e</sup> day

of the date of this Deede &

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saw Natha<sup>n</sup> Phillips signe seale,  
& Deliver this as his Act &  
Deede/ Sworne on the day  
aboue before mee

Edward Tyng Assista<sup>t</sup>

A true Coppy of this Instrument transcribed out of the  
Originall, & there with Compared this 16th day of June  
1675 : p Edw : Rishworth ReCor :

Wee the Selectmen of the Town of Yorke haue layd out  
vnto Benjamin Whitney of a lot of vpland foure pooles of  
from the bounds of Hene : Sayword Northward  
York Town & soe begining on the East side of Mr Banes  
To & soe to runne in the breadth Westwardly  
Benja Whitney lott, & to extend backward  
Two & thyrtie pooles, & to extend backward  
fyfty pooles, or vntill tenn Acers is fully Compleated/

Aprill the 13th 1674 :

Peter Weare

Abra : Preble

A true Coppy of this grant transcribed  
out of the originall, & y<sup>r</sup>with com-  
pared this 16<sup>th</sup> of June : 1675 :

Phillip Addams  
his marke **A**

p Edw : Rishworth ReCor :

Know all men by these Prsents that Wee whose names are  
vnderwritten doe Joyntly & severally bind & Ingage our  
selues our heyres & Assignes in the some of one  
John Andrews hundred pounds Sterig money of New England,  
& Joan Atwell  
To J<sup>n</sup> Bray vnto Mr John Bray shipwright of Kittery, in the  
County of yorke shyre his heyres or assignes,  
that the three Acers of Marsh which Wee whose names are  
vnderwritten, haue sould vnto Mr John Bray as may appeare  
by his Deed beareing date the 6th of Aprill 1675 : Wee John

BOOK II, FOL. 169, 170.


Andrews & Joane Attwell doe bind & Ingage our selues our heyres & Assignes in the sumption aboue specifyd, that y<sup>e</sup> sayd Marsh shall bee Cleare of & from all heyreshipe, executorship, Administrators or any other Prsone or Prsons y<sup>e</sup> [170] shall lay any Clayme right or Title whatsoever to the sayd Marsh by the 16 day of July next Insewing, the date here of, & onely to remajne to y<sup>e</sup> proper vsse & behoofe of the aboue sayd Mr John Bray & his heyres for ever/ In witness w<sup>o</sup>f wee haue sett our hands seales/

Witness/ Jeremiah Gutteridg/

The marke of Ephraim Crockett/

⚡

The Marke  of <sup>(his</sup>  
John Andrews/ <sup>scale)</sup>

The marke of  <sup>(her</sup>  
Joane Attwell/ <sup>scale)</sup>

Great Ysland 8 of April 1675: Jeremiah Gutteridg & Ephraim Crocket came & made oath that y<sup>e</sup> aboue written was signed & sealed by John Andrews & Joane Attwell

before mee Elyas Styleman Comissio<sup>r</sup>/

Jeremiah Goodridg Deposed that Phillip Attwell Consented to, & allowed of what his wife Joane Atwell should doe in the Premisses/ before mee Elyas Stylemā: Comissio<sup>r</sup>

A true Coppy of this Instrume<sup>t</sup> transcribed & Compared with y<sup>e</sup> originall this 16: of June: 1675:

p Edw: Rishworth ReCor:

Know all men by these Prsents, that Wee Andrew Alger Senjo<sup>r</sup>, & Arther Alger his brother both Inhabitants in & at Dunstan, In y<sup>e</sup> Precincts of the Town of Scarbrough, In y<sup>e</sup> County of Yorke shyre, alias Province of Mayn Planters, & being possessed of, & by right Inioijng a Prcell of Land, at y<sup>e</sup> aforesd Dunstan, by vertue of purchase made thereof of Certen Indeans, & from tyme to tyme, from y<sup>e</sup> fueteenth day of Septemb<sup>r</sup> one thousand six hundred fuety nine downeward vnto the tyme of the date of this sayle, still ratifyd & Con-



And: Alger  
& Arthur Alger  
To  
Jn<sup>r</sup> Palmer

firmed by the Indean Proprietors, as by a certain Instrument in our hands will more fully appeare, Wee the aforesd Andrew & Arther Alger, alias Ager good Considerations moueing us there vnto, & Wee acknowledging our selues to bee fully Contented & payd, before the Ensealeing here of & delivery of these Prsents haue barganed & sould, & by these Prsents do fully, Clearely & absolutly bargane & sell vnto John Palmer of Dūstan aforesd, vpon the Consideration of the payment aboue express'd vidz<sup>t</sup> fiuety Acers of vpland, w<sup>h</sup> is y<sup>e</sup> Land on which hee now Inhabiteth, at y<sup>e</sup> tyme of the Ensealeing hereof, the w<sup>h</sup> vpland Runneth away West from the Marsh the Length of seaventy two poole vpon the North side of the Gutt, next John Algers Lott, & from the South-Wester Gutt, that lyeth between Barlows Lott, & John Palmers, vpon the same lyne & distance, keepeing the breadth till on both sid<sup>s</sup>, there bee seaventy 72 two pooles runne out, & then West & by South, till the fiuety Acers bee ended/ And alsoe a Prcell of Marsh w<sup>h</sup> beginneth at the first Turne of Arther Algers Cricke aforesayd, & soe runneth vp along with the Cricke till It come vp to Shaws gutt, & soe along by the Gutt, to y<sup>e</sup> vpland, vpon the North East side of the Marsh, & vpon the South west side of the sd Marsh, runneth vpon the Turne of the same Cricke, of the aforesd Arther Alger, & soe runneth vp to a bound tree: To haue & to hould, the aforesd Tract of Land, & Marsh to him the aforesd John Palmer his heyres, & Assigns with the priuiledges & appurtenances there of, with lyberty, & priuiledg to fetch fenceing stuff tymber for building & fire wood of & from the Comman y<sup>t</sup> app<sup>t</sup>ayns vnto y<sup>e</sup> sd Algers, or out of any swampe y<sup>t</sup> lyeth in Co<sup>m</sup>an between them: Except such trees as haue formerly been Marked, or may in tyme to come by y<sup>e</sup> sayd Algers or there order, yet It is to bee vnderstood whatsoeuer may seem to the Contrary by what hath been expressed, that the sayd Palmer him selfe nor any for or from him, nor his heyres or Assignes, shall directly or indi-

BOOK II, FOL. 170.

rectly, & soe by consequence fradulently, & vnder Prtence of what is for there owne vsse, take any wood or Tymber off, or from the sayd Coīanes, or out of the sayd swampe or swamps: onely paijng to the sayd Algers them y<sup>r</sup> heyres & assignes, the sume of two shillings to each, If it bee Annually demanded, the w<sup>ch</sup> payment shall bee made either In siluer Coyne, or In harvest worke/ And If it shall happen the sayd yearly acknowledgm<sup>t</sup> to be behind & vnpayd After y<sup>e</sup> tyme that It should or out to bee payd, then y<sup>e</sup> aforesd Algers one or both y<sup>r</sup> heyres or assignes, haue hereby Lyberty to Enter vpon the Premisses, & distress to make, keepe & detayne vntill satisfaction bee made; And wee the sd Algers our heyres executors administrators & assignes, against all people, shall & will warrant, & acquitt & for ever defend, to y<sup>e</sup> aforesd John Palmer, his heyres executors administrators & assignes/ In witness w<sup>of</sup> Wee haue set our hands & seales, this fiueteenth day of July one thousand six hundred sixty & two Annoq Regni regis Carolj secundj, xiiij/ Signed sealed, & delivered/ Andrew Alger his (his scale)

In the Prsence of  
Sheth Fletcher  
John Howell/

marke   
Arther Alger his (his scale)  
marke 

This Instrument owned & acknowledged before mee this 2d of July 1674: by Andrew Alger senjo<sup>r</sup>, his brother Arther, to bee y<sup>r</sup> free & volentary Act & Deede, before mee Bryan Pendleton Assofe/

A true Coppy of this Instrument transcribed out of the originall, & y<sup>r</sup>with Compared this 17<sup>th</sup> day of June 1675:  
p Edw: Rishworth ReCor:

This Indenture made the 8<sup>th</sup> day of Aprill In y<sup>e</sup> yeare of our Lord 1675: between Jo<sup>n</sup> Andrews & Joane Attwell his Mother of Kittery in the County of Yorke, liueing In the

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John Andrews  
& Joan Atwell

To  
Jn<sup>e</sup> Bray

Province of Mayn, & John Bray of Kittery shippwright in the same County of yorke in the province of Mayn of the other Party, Witnesseth that y<sup>e</sup> said John Andrews, & Joane Attwell his Mother, for & in Consideration of thyrtty three shillings in goods in hand before the sealing & Delivering of this Prsent, well & truely payd the receipt w<sup>o</sup>f the sayd John Andrews & Joane Atwell his Mother doth acknowledg him selfe to bee fully satisfyd contented & payd, y<sup>e</sup> of & of euery part Prcell & penny there of, doth acquit exonerate & discharge the sayd John Bray his heyres executors & Administrators & euery of them for euer, & by these Prsents hath given granted, barganed & sould allien Convayed released Assured delivered & Confirmed, & by these Prsents doth giue grant bargan & sell allien Convay release Assure deliuer & Confirme vnto the sayd John Bray his heysr & assignes for euer/ all the Land & Marsh y<sup>t</sup> lyes from the head of three Acers of Marsh bought of John Andrews, & Joane Atwell his Mother, & Delivered by twydg & Turffe, & acknowledged, w<sup>h</sup> former Marsh sould by them was at the head of It, in breadth from John Brays Marsh fourteen Rodds lijng to the Westward, & the length of It adioyneing to the vpland, W<sup>h</sup> Land & Marsh by y<sup>e</sup> wood side runnes a small breadth foureteen Rodds In breadth of it to y<sup>e</sup> Westwards, adioyneing to y<sup>e</sup> three Acers of former Marsh bought & payd for of y<sup>e</sup> sd John Andrews & Joane Atwell his Mother [172] with all the appurtenances there vnto belonging, for Egress & regress of a way to come to y<sup>e</sup> sd Marsh, with some Tymber Trees to make a logg fence by the Edg of y<sup>e</sup> vpland side, w<sup>h</sup> afore named Marsh & the little Yslands of Land, with a skirt of Marsh, with in the Little Yslands, towards the vpland side lyes In Kittery at Braue boat Harbour Adioyneing to John Brays Marsh, formerly bought of the aboue named John Andrews & Joane Atwell, his Mother doth promisse to & with y<sup>e</sup> said John Bray his


BOOK II, FOL. 172.

heyres & Assignes for euer, for all & euery of them doth  
 Covenant promiss to discharge, or otherwise well & suffi-  
 ciently saved & kept harmeless of & from all manner of  
 Morgages, of former & other barganes salls Gyfts rents  
 troubles or other Charges Incomberances & demands w<sup>t</sup>  
 soeuer, of any thirds by any other Prsone or Prsons w<sup>t</sup>so-  
 euer, lawfully Clameing any estate right or Title or Interest,  
 from by or vnder him, them, or any Administrators & for  
 all & euery of them doth further Covenant promiss & grant  
 to & with y<sup>e</sup> sayd John Bray his heyres & Assignes to all, &  
 with euery of them by these Prsents that hee y<sup>e</sup> sd John  
 Andrews & Joane Atwell his Mother, & y<sup>r</sup> heyres, shall &  
 Will within 7 yeares next Insewing the date hereof, at y<sup>e</sup>  
 Request Cost & charge in y<sup>e</sup> law of him y<sup>e</sup> sd John Bray his  
 heyres & Assignes make due acknowledgm<sup>t</sup> execute & suffer  
 all & euery further Act that is lawfull & reasonable convey-  
 ance Assurance in y<sup>e</sup> Law/ in witness w<sup>of</sup> Wee haue Inter-  
 changeably sett our hands this eight day of Aprill 1675 :

Witness/ The marke of

Ephraim Crockett 

Jere : Gutteridg/

John Andrews his  (his seal)

Marke 

Joane Atwell her

marke  (her seal)

Ephraim Crockett & Jeremiah Gutteridg,  
 whose names are witnesses to the aboue  
 Instrum<sup>t</sup> are subscribed; doe Attest  
 vpon y<sup>r</sup> oaths that y<sup>e</sup> sd writeing is the  
 Act, & deede of Jo<sup>n</sup> Andrews Jujo<sup>r</sup>, &  
 Joane Atwell his mother & acknowl-  
 edged by them soe to bee/ 12: June:  
 75: before Edw : Rishworth Asste

A true Copy of this Instrument transcribed, & Compared  
 with y<sup>e</sup> originall this 19th day of June: 75:

p Edw : Rishworth ReCor :

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Know all men by these Prsents that I Peter Weare Senjo<sup>r</sup> of Cape Nuttacke, doe acknowledg to haue sould & doe sell vnto James Jackson of the sayd Cape Nuttucke a small stripp of vpland next & Now Adioyneing vnto the  
 Peter Weare sd Jacksons house lott, & is comprehended in  
 To the sayd stripp or goare of Land, the Northward  
 James Jackson branch w<sup>h</sup> is part of a spring of water, w<sup>h</sup> sayd spring runneth into y<sup>e</sup> head of y<sup>e</sup> Cricke w<sup>h</sup> parteth y<sup>e</sup> Land of y<sup>e</sup> sayd Weare, & the sayd Jackson, & soe is to runne into y<sup>e</sup> Woods from y<sup>e</sup> head of y<sup>e</sup> sayd Cricke, vpon an North East & by North Lyne, as fare as y<sup>e</sup> sayd Weares Lott of Land there runneth, w<sup>h</sup> sd stripp of Land as now bounded I the sd Weare haue sould vnto y<sup>e</sup> sayd Jackson for y<sup>e</sup> full & Just some of foure pounds in good & Current pay of New England to mee in hand payd, before the Assigneing & delivery here of, And y<sup>e</sup> sd Weare doth own & acknowledg to haue sould & resigned vp vnto the sayd Jackson his whoole right, title, & Interest of the sayd stripp of Land, according to y<sup>e</sup> Lyne or bounds afore mentioned, & I the sd Weare doe hereby bind mee my heyres executors Administrators or Assigns not any way to hinder or Molest y<sup>e</sup> sd Jackson his heyres exetors Admntrs or Assigns but shall peaceably Inioy the same, w<sup>h</sup> sd bargane & agreement I y<sup>e</sup> sayd Weare with y<sup>e</sup> full & free Consent of my wife Mary Weare haue fixed our hands & seales this 16<sup>th</sup> of June, in y<sup>e</sup> yeare of our Lord One thousand six hundred seauenty fue/  
 Signed sealed & Deliverd Peter Weare (his seal)

In y<sup>e</sup> Prsence of Edw : Rishworth/ Mary Weare  
 Abra : Preble/ her marke (her seal)

Peter Weare & Mary Weare his wife, do acknowledg y<sup>e</sup> Instrum<sup>t</sup> to bee y<sup>r</sup> Act & deede this 16 : June 75 before mee  
 Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed & Compared w<sup>h</sup> y<sup>e</sup> originall this 19 : June : 75 : p Edw : Rishworth

ReCor :


Know all men by these Presents, that Wee John Andrews & Joane Atwell of Kittery In the County of Yorke Shyre, for & In Consideration of Eleaven pounds, In fish had in hand & received by us aboue named Jo<sup>n</sup> Andrews & Joane

J<sup>n</sup> Andrews  
& Joane Atwell  
To  
J<sup>n</sup> Bray

Atwell, haue barganed alienated, & made ouer & sould vnto Mr John Bray shipewright of the aforesd Town & County, his heyres executors Administrators & Assignes for ever, three Acers of sault Marsh lijng in braue boate Harbour, Joyneing to y<sup>e</sup> Marsh w<sup>ch</sup> Mr Bray doth now Inioy, & soe to goe the whoole breadth of the Marsh, till three Acers shall bee fully Compleated, & Wee the aboue sd John Andrews, & Joane Atwell doe Joyntly & severally by these Prsents bind & Ingage our selues, our heyres, executors Administrators, & Assignes that y<sup>e</sup> aforesayd Mr John Bray & his heyres, executors Administrators, or assignes, is to haue & to hould, vsse occupy, possess, & Inioy for ever, the abouesayd three Acers of Marsh, with out any Molestation, lett hinderance, or Interruption, from any Prson or Prsons w<sup>th</sup>soeuer/ In witness w<sup>of</sup>, Wee haue Interchangeably sett our hands & seales, the sixth day of Aprill 1675 :

Witness/

Jere Gutteridg/


The marke of 

Ephraim Crockett

The marke of John

Andrews  (his  
scale)

Margeret Andrews her

marke/ 

The marke of Joane (her  
scale)

Atwell 

This Ysland the 8<sup>th</sup> of Aprill 1675 :

Jo<sup>n</sup> Andrews & Joane Atwell came

& acknowledged this Instrument

to bee y<sup>r</sup> free Act & Deede/ before mee

Elyas Stylemā : Comissio<sup>r</sup>/

A true Coppy of this Instrument transcribed & Compared with y<sup>e</sup> Originall this 25th of June 1675 :

p Edw : Rishworth ReCor

To all Christean people to whom this Prsent Deede of sayle shall Come/ Major William Phillips of Winter Harbour In the province of Mayn In New England In America sendeth Greeteing in our Lord God euerlasting; Know yee that the sd Major Willia<sup>ˆ</sup> Phillips, with the free Consent of Bridget his wife for & in Considerat ion of y<sup>e</sup> some of Two hundred pounds In Money Current In New England to him In hand before the sealing & delivery here of well & truely paid by Robert Pattishall, of Boston In the Colony of the Massatusetts in New England M<sup>c</sup>chant the receipt w<sup>o</sup>f the sayd Major William Phillips doth acknowledg by these Prsents, & y<sup>r</sup> with to bee fully satisfyd & Contented, & y<sup>o</sup>f, & of euery part & Prcell there of, doth acquit, & discharge y<sup>e</sup> sayd Robert Pattyshall his heyres executors, Administrators & Assignes, & euery of y<sup>m</sup> for euer, by these presents: Haue given granted barganed & sould, aliend Enfeoffed & Confirmed, & by these Prsents doth fully clearly & absolutely giue grant bargane sell aliene Enfeoff & Confirme vnto the sayd Robert Pattishall his heyres & Assignes for euer, a Tract or quantity of Land lijng & being aboue Sacoe lower falls In y<sup>e</sup> Province aforesd, to Contayne In breadth two Miles, vp by the River of Sacoe, to begine at y<sup>e</sup> outer bounds of the Lands of the Gou<sup>er</sup>, John Leveretts, & to Contayne In measure foure thousand Acers of Land, & from the River to runne Westwardly in vpon the Mayne Land, soe fare In the sd breadth till the sayd foure thousand Acers bee measured vp, or to take y<sup>e</sup> sd quantity of Land at y<sup>e</sup> salmon Falls, begining at y<sup>e</sup> Salmon Falls from thence downeward to y<sup>e</sup> Land of the sd Mr Richd Russells, the same Length & breadth as aforesd, at either of y<sup>e</sup> sayd places to y<sup>e</sup> Lyberty & Choyse of the sayd Robert Pattishall, his heyres or Assignes with all woods vnderwoods, Tymber & trees, waters, Water Courses Lybertys Meddows, fishing fowling hunting halkeing ways Easements passages profetts, Commoditys Jurisdictions Emoluments [173] priuiledges & appurtenances w<sup>o</sup>soeur, are there to belonging, or In any

wise app'tayning, & all the estate right title Interest vse, propriety possession Clame demand w<sup>so</sup>ever of him the sayd Majo<sup>r</sup> William Phillips of in or to the sd barganed Premisses or any part y<sup>o</sup>f, & all deeds evidences & writeings w<sup>h</sup> Concerne the sd barganed Premisses, onely, & Coppys of each deede evidences & writeings w<sup>h</sup> Concerne the same, with other things; To haue & to hould the sayd foure thousand Acers of Land with y<sup>e</sup> appurtenances & priuiledges as aforesayd, vnto the sayd Robert Pattishall his heyres & Assignes for euer, to y<sup>e</sup> onely proper vss, & behoofe of the sayd Robert Pattishall, his heyres & Assignes for euer; And the sd Majo<sup>r</sup> Willia<sup>m</sup> Phillips for him selfe his heyres, executors, & Administrators doth Covenant & promiss & grant to & with y<sup>e</sup> sayd Robert Pattishall his heyres & Assignes by these Prsents in manner & forme as followeth/ That is to say y<sup>t</sup> If hee y<sup>e</sup> sd Majo<sup>r</sup> Willia<sup>m</sup> Phillips at y<sup>e</sup> tyme of y<sup>e</sup> Grant bargan & sayle of the Premisses vnto y<sup>e</sup> sayd

Robert Paddishall, & vntill the delivery hereof  
 W<sup>m</sup> = Phillips      to y<sup>e</sup> sayd Robert Pattishall to the vse of him  
                              To  
 Rob<sup>t</sup> Pattishall   his heyres & Assignes for euer, was the true &  
                              lawfull owner of y<sup>e</sup> aboute barganed Premisses,

& that hee hath in his own right full pouer & lawfull authority, the Premisses to bargane grant sell & Confirme, as aforesd, & y<sup>t</sup> the sayd Robert Pattishall his heyres & Assignes y<sup>e</sup> sd barganed Premisses, with y<sup>e</sup> appurtenances y<sup>r</sup> of, & priuiledges there to belonging, & shall & may hence forth for euer lawfully peaceably & quietly haue hould vse possess & Inioy or dispose y<sup>r</sup> of, free & Cleare & clearly exonerated acquitted & discharged, or otherwise sufficiently saved defended, & kept harmeless, by the sd Majo<sup>r</sup> William Phillips his heyres executors & Administrators, of & from all & all manner & other Grants gyfts barganes, sayles leases Assignem<sup>ts</sup> Morgages Wills Intayles, Judgm<sup>ts</sup>, executions, forfeitures, seazures, Joynters Dowers pouer & thirds, of the sd Bridgett his now wife to bee Claymed or Challenged of in

or to y<sup>e</sup> same, or any part y<sup>r</sup>of, & off & from all other Acts, & Incomberances w<sup>h</sup>soever, had made done or suffered, to bee done by y<sup>e</sup> sayd Majo<sup>r</sup> William Phillips his heyres executors, & Administrators, or any other Prson or Prsons w<sup>h</sup>soever, claymeing or Pretending to haue any estate right title or Interest, Clayme or demand Whatsoever, from by or vnder him, them or either of them, w<sup>h</sup>y by the sayd Robert Pattishall his heyrs or assignes, shall or may at any tyme hereafter, bee lawfully euicted out of the possession there of, And y<sup>t</sup> y<sup>e</sup> sd Majo<sup>r</sup> Wi<sup>l</sup>l: Phillips, his heyres, executors, Administrators y<sup>e</sup> sd barganed Premisses, & euery part y<sup>r</sup> of vnto the sd Robert Pattishall his heyres & Assig<sup>s</sup> aganst them selues, & all & euery Prsone & Prsons w<sup>h</sup>soever Clameing or to Caine any estate right title Interest propriety, possession, Clayme or demand w<sup>h</sup>soever of in or two y<sup>e</sup> barganed Premisses, or any part or Prcell y<sup>r</sup>of, from by or vnder him y<sup>m</sup> any or either of them, shall & will warrant & for euer defend by these Prsents/ And that y<sup>e</sup> sd Majo<sup>r</sup> Wi<sup>l</sup>l: Phillips & Bridget his wife respectiue, & y<sup>r</sup> respectiue heyres Executors & Administrators, vpon reasonable & lawfull demand shall & will p<sup>r</sup>forme & doe & Ca<sup>u</sup>se to bee Prformed & done any such further Act or Acts whither by way of acknowledgm<sup>t</sup> of this Prsent deede, or Release of Dowry, in respect of her y<sup>e</sup> sd Bridget or in any other kind y<sup>t</sup> shall or may bee for y<sup>e</sup> more full Compleating confirming & sure makeing of the sayd barganed Premisses, vnto y<sup>e</sup> sayd Robert Pattishall his heyres & Assigns for euer, according to y<sup>e</sup> true Intent here of, & according to y<sup>e</sup> laws, of y<sup>e</sup> Province or Jurisdiction, w<sup>h</sup>in the sayd barganed Premisses lyeth/ In witness w<sup>h</sup>of y<sup>e</sup> sd Majo<sup>r</sup> William Phillips hath here vnto sett his hand & seale the eighteenth day of y<sup>e</sup> first Moenth, Co<sup>m</sup>anly Called March, In y<sup>e</sup> yeare of o<sup>r</sup> Lord one thousand Six hundred sixty & seaven, In y<sup>e</sup> Nine-

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teenth yeare of y<sup>e</sup> Reigne of our Soveraigne Ld Charles the  
Second, by y<sup>e</sup> Grace of god King of England &c :

Signed sealed & Delive<sup>d</sup>

William Phillips (<sup>his</sup> <sub>scale</sub>)

In y<sup>e</sup> Prsence of us/

Bridget (<sup>her</sup> <sub>scale</sub>)

Humfrey Hodges/

Phillips (<sup>her</sup> <sub>scale</sub>)

John Bushnell/

Majo<sup>r</sup> Willia<sup>m</sup> Phillips & Bridget

Richd Pattishall/

his wife, made acknowledgm<sup>t</sup>

William Pearce/

that this Instrum<sup>t</sup> was y<sup>r</sup> free

Act & Deede, Joyntly, & sig-

nifyd by y<sup>r</sup> hands & seales,

before mee Bryan Pendleton

Assotiate/ June : 14 : 1675 :

It was agreed & Consented two by Majo<sup>r</sup> William Phillips,  
of the one Party, with Bridget his wife, & Richd Pattishall  
on the other, that y<sup>e</sup> word two should bee writt in the fifth  
Lyne, & Gou<sup>e</sup>r John Leveret in the sixt Lyne, June : 14 :  
1675 :

Witness/ William Frost/

Patricke Denmarke/

Wee vnder written doe testify, that wee did see Majo<sup>r</sup>  
William Phillips his wife, deliuer Richd Pattishall posses-  
sion of halfe an Acer of Land, with Turff & twidg neare his  
dwelling house, to possess y<sup>e</sup> sayd Richd Pattishall of foure  
thousand acers neare the Salmon ffalls, June : 14 : 75 :

Witness Willia<sup>m</sup> Frost/

Pattericke Denmarke/

William Frost & Patricke Denmarke appeared before mee  
this : 14<sup>th</sup> day of June 1675 : & made oath to y<sup>e</sup> several  
agreements aboue written before mee Bryan Pendleton  
Assotiate/

A true Coppy of this Instrument transcribed out of the  
Originall, & y<sup>r</sup> with Compared this 3d day of July 1675 :

p Edw: Rishworth ReCor :

BOOK II, FOL. 173, 174.

I Thomas Phillips of Pemiquid fisherman, doe  
Tho: Phillips bynd my selfe executors administrators to pay  
To vnto John Smyth or his Assignes the full some  
Jn<sup>r</sup> Smith of tenn pounds in beaver or other good pay to  
him or his assignes Content/ witness my hand this 13:  
Decemb<sup>r</sup> 1652: & payment to bee made in June next/

Witnesseth Isacke walker

Thomas Phillips/

There was but six pounds  $\frac{1}{2}$  of beauer y<sup>t</sup> I had of skipper  
& hee rated It at 8<sup>s</sup> p<sup>d</sup> ld but It would yejld mee but seaven  
shillings/ hee oweth mee 2<sup>s</sup> 6<sup>d</sup> more then this bill/ & 2<sup>s</sup> 6<sup>d</sup>  
for nayles/

I Isacke Walker doe hereby testify y<sup>t</sup> I writt this aboue  
sayd, & saw Thom<sup>s</sup> Phillips signe, & deliuer It to John  
Smyths hands, as I doe aboue Attest vnd<sup>r</sup> my hand/ Sworne  
vnto August 15: 1671: before Edw: Tyng Assistant:

s<sup>d</sup> Smith

To


Edw<sup>d</sup> Rishworth

I John Smyth Senjo<sup>r</sup> doe by these Prsents  
Assigne & make ouer the full Contents of this  
bill due to mee from Thomas Phillips vnto Edw:  
Rishworth legally to recouer the same according to this  
obligation/ as Witness my hand this 6th day of July 1674:

Witness William Phillips

John Smyth his

Andrew Alger his marke A

marke 

A true copy or Coppys of Tho: Phillips his bill, with  
Isacke walkers Attest to It, & y<sup>e</sup> sayd John Smyths Assign-  
ment of y<sup>e</sup> sd bill vnto Edw: Rishworth, transcribed out of  
the originall this 7th day of July 1675:

p Edw: Rishworth ReCor:

[174] December first 1662:

Bee It known vnto all men by these Prsents, that I Joseph  
Allcocke Carpenter In Pischataqua River, doe sell & bargane  
vnto & with Gyllbaret Lugg, & Waymouth Lystone both as

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Joynt Partners, my house & Land lijng in the  
 Jos: Alcock To sayd River ioyneing vnto Goodmā: Symons his  
 Gib<sup>t</sup> Lugg & Weym<sup>th</sup> Lystone Lott on the one side, & to Goodmā: Pauls  
 ground on the other side, for & in Consideration  
 of Thyrty & fine pounds, w<sup>h</sup> the sayd thyrty fine pounds,  
 being payd, I the sd Joseph Allcocke, with the free Consent  
 of Abigayl Allcocke my wife, doe by these Prsents resigne &  
 make ouer, my whoole right Title & Interest vnto y<sup>e</sup> aboue  
 mentioned Land, vnto the sayd Gyllbard Lugg & Wamouth  
 Lyston, to them y<sup>r</sup> heyres executors, administrators or  
 assignes, to haue & to hould, to Inhabite & Inioy with out  
 any annoyance & Molestation, from mee my heyres execu-  
 tors, & Administrators for euer/ And for the true & faith-  
 full Prformance of the abouesd Premisses, I haue here vnto  
 set my hand & seale, Decemb<sup>r</sup> 1 : 62 :

Testes/ John Cocke/

Jo<sup>n</sup> ffoale his marke &

Daniell Moore & P

The marke of JA

Joseph Allcocke (his seale)

The marke of Abigayl

This Instrument acknowledged by

Joseph Allcocke to bee his free

Act & Deede, vnto Gillbard

Lugg & Waymouth lystone this

7th day of July 1675/ before

mee Edw : Rishworth Assotiate/

Allcocke A

A true Coppy of this Instrum<sup>t</sup> transcribed out of y<sup>e</sup> origi-  
 nall & y<sup>t</sup>with Compared this 8th day of July 1675 :

p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent Instrum<sup>t</sup>  
 shall come/ John Cloyse of Falmouth, & Julian his wife,  
 sendeth Greeteing/

Know yee that the sayd John Cloyse & Julian his wife,  
 for the loue & Naturall affection Which wee haue & bear to

our sunn Thomas Cloyse, & Susanna his wife, & alsoe In  
 Consideration of two oxen now received of him,  
 Jn<sup>e</sup> Cloyse      haue given granted aliend Enfeoffed & Confirmed  
 Tohis Son      & by these Prsents doe freely, clearly & abso-  
 Thomas      lutely give grant aliene Enfeoff & Confirme vnto  
 our sayd sonn, & Susanna his wife thejr heyres & Assigns  
 for euer, A certen Tract of Land on Which I now dwell, &  
 which I purchased of Mr Geo : Cleues deceased lijng in Fal-  
 mouth, & bounded as followeth to say begining at Well  
 Coue, next Adioyning to y<sup>e</sup> Land of Naßl : Wallis, & the  
 South side bounded by y<sup>e</sup> Land of Nathll Wallis, & from  
 Well Coue on a streight Lyne vp the River one hundred  
 pooles, to Round Coue, & from Eater sayd bounds, to runne  
 into y<sup>e</sup> woods one hundred & sixty pooles, onely within  
 Round Coue I haue given vnto Naßl : twenty Acers, & vnto  
 Tymothy Spurwell Twenty Acers, but they are not to come  
 ouer Round Coue, to haue any of the Poynt but to butt vpon  
 the Gully of Rownd Coue, & to runne backe into the Woods  
 vnto y<sup>e</sup> end of my bounds, of one hundred & sixty poole an  
 æquall breadth, & all the remajnd<sup>r</sup> of the sayd Land being  
 about sixty Acers, with houses, both dwelling houses & out  
 houses, that now or shall bee on y<sup>e</sup> sayd Land, with all y<sup>e</sup>  
 profetts priuiledges Woods feilds fences two & in the sd  
 Tract of Land, belonging or in any wise app<sup>t</sup>ayneing, &  
 alsoe all the estate right Title Interest propriety Clame or  
 demand w<sup>soeuer</sup>, of us the sayd John Cloyce, or Julian his  
 wife, of in or to the same, or any part or Prcell thereof: To  
 haue & to hould the sayd Land & houseing with all the  
 appurtenances, & euery part & Prcell thereof, y<sup>vnto</sup> belong-  
 ing or any wise app<sup>t</sup>ayneing, vnto y<sup>e</sup> sayd Thomas Cloyce &  
 Susanna his wife, there heyres & assignes for ever, to y<sup>e</sup> onely  
 proper vsse & behoofe of them the sd Thomas & Susanna his  
 wife, thejr heyres & assignes for ever, freely peaceably, &  
 quietly, without any manner of reclayme, Challenge or Con-  
 tradiction of us the sayd Jo<sup>n</sup> Cloyse, & Julian his wife, there  
 heyres executors administrators, or of any Prson or Prsons

w<sup>h</sup>soeuer, or of any Prson or any Prsons or Prsons, by any Meanes Title or procurement, In any manner or wise with out any Accopt or answere y<sup>r</sup>fore, to us or any in our name, to bee given or rendered in tyme to come, soe y<sup>t</sup> wee y<sup>e</sup> sd John and Julian his wife, o<sup>r</sup> heyres executors Administrators, nor any other Prsone or Prsons by of for us at any tyme or tymes hereafter, may aske clame Challenge or demand in or to y<sup>e</sup> Prmisses or any part y<sup>r</sup>of, any Interest tytle vsse or possession, but from all Actions of right title clayme Interest vsse possession or demand y<sup>r</sup>of, wee & every of us to bee vtterly excluded, & debarred by these Prsents/ provided always It is reserved & soe Concluded, that y<sup>e</sup> sd John Cloyce & Julyan his wife, shall quietly & peaceably Inioy all the aboue sd Premisses, as houses & Lands with all y<sup>e</sup> appurtenances, or either of y<sup>m</sup> dureing y<sup>r</sup> naturall lifes, & After y<sup>r</sup> decease, the sd Thoms & Susanna, & y<sup>r</sup> heyres & Assigns for euer, is y<sup>e</sup> Intent & meaning of these pmisses, to the treuth of w<sup>h</sup> Wee haue here vnto set our hands & Seales, this 30th of June 1675 :

Signed sealed & Delivered

in y<sup>e</sup> p<sup>s</sup>ence of us/

George Munioy/

Temperance Munioy

her marke T

John Cloyce (<sup>his</sup> scale)

Julian Cloyce (<sup>her</sup> scale)

her marke

John Cloyce & Julyan Cloyce  
acknowledged the aboue Instrum<sup>t</sup> to bee y<sup>r</sup> Act & Deede  
vnto Tho: Cloyce & his  
wife, this of June 1675 :  
before mee Geo: Munioy  
Assofe :

A true Coppy of this Instrum<sup>t</sup> transcribed & Compared  
with y<sup>e</sup> Originall this 8th day of July 1675 : p

Know all men by these Prsents y<sup>t</sup> I william Phillips of  
Saco In y<sup>e</sup> County of Yorke In New England Gentle<sup>~</sup>: doe  
hereby giue & grant vnto Humfrey Warrine of Boston

Hum: Warren & W<sup>m</sup> Phillips M<sup>r</sup>chant full pouer possession & lyberty to build fish fowle & vse what Tymber hee pleaseth in & about or vpon y<sup>t</sup> Tract of Land by mee given to my naturall & well belou . . sonn Natll Phillips as appeares by an Instrum<sup>t</sup> vnd<sup>r</sup> my hand & seale, Dated 18<sup>th</sup> of Septem<sup>br</sup> Anno Dom<sup>i</sup>: 1668: without any Molestation, disturbance, or Clayme Challenge from mee the sayd Wilt: Phillips, as likewise to receiue the vsuall Rent of & from all the fishermen at y<sup>e</sup> stages belonging to Parkers Necke, Ralph Trustrum onely excepted/ And in Consideration hereof the sd Humfrey Warrine doth hereby Covenant & Grant to & with y<sup>e</sup> sd Willia<sup>m</sup>: Phillips to bee accomptable to y<sup>e</sup> sd Natll Phillips or his order, w<sup>h</sup>soeuer y<sup>r</sup>vnto required, & In case y<sup>e</sup> sd Natll Phillips is deceased, then to whomsoeuer is his apparent successors, heyres executor. Administrators or assigns/ If none such appeare then y<sup>e</sup> Lands to bee restored to y<sup>e</sup> sayd Willia<sup>m</sup>: Phillips, & y<sup>e</sup> sd Warrine not to giue or pay any consideration for possessing or makeing vse of the pmisses afore mentioned, for & dureing the tym. past/ to y<sup>e</sup> true Prformance of w<sup>h</sup> y<sup>e</sup> Partys aboue mentioned haue here vnto set y<sup>r</sup> hands & seales the 6th day of Jue 1674:

Signed sealed & Deliverd

(<sup>his</sup>  
seale) Humfrey Warrine

in the Prsence of us/

Wilt: Phillips (<sup>his</sup>  
seale)

William Britton/

James Robinson/

James Robinson made oath this 19: Aprill 1675: that this Instrum<sup>t</sup> was signed sealed & Delivered by Major<sup>r</sup> Phillips vnto Mr Humfry warrine, before mee

Bryan Pendleton Assofe:

[175] Mr William Britton made oath the 21<sup>th</sup> of Janvary 1674, that hee saw & was witness that Major<sup>r</sup> William Phillips, did signe seale & Deliver this Instrum<sup>t</sup> as his Act & Deed to Mr Humfrey warrine before

Bryan Pendleton Assofe:

A true Coppy of y<sup>e</sup> Deed with in written transcribed & Compared by y<sup>e</sup> Originall, this 8th day of July 1675:

p Edw: Rishworth ReCor:

These Prsents witnesseth, that I Thomas Spencer, with Patience Spencer my wife, haue for diuerse good causes & valewable Considerations vs moueing there vnto, & for the some of eighteen pounds In hand payd, the receipt w<sup>o</sup>f I doe acknowledg, & y<sup>r</sup> with to bee fully satisfyd, doe bargane sell aliene, Enfeoff, convay & make over vnto my sonn William Spencer all that Land situate, & being neare y<sup>e</sup> Falls at

Newgawa<sup>ke</sup> with in y<sup>e</sup> Townshipp of Kittery, it  
 Tho: Spencer  
 To his Son  
 William  
 lijng betwixt y<sup>e</sup> River, & the now fenced feild I

haue in Tillage all the sayd Land in breadth by the River side, to y<sup>e</sup> full breadth of my lott, & alsoe all that Land aboue my sayd feild, & between my sonn Danjell Goodings feild, the whoole breadth of my lott, with about eight Acers of Meddow more or lesse, lijng & being at y<sup>e</sup> end of a pond, Comanly known by the name of Willcocks pond with all the appurtenances there vnto belonging, togeather with all the Wood Tymber Trees, & vnderwood & all other priuiledges & Imunitys w<sup>h</sup>soever hee the sayd my sonn William Spencer is to haue & to hould to him the sayd William Spencer, his heys, executors, Administrators & Assignes for ever, free & Cleare acquitted & discharged of & from all former, & other barganes sayles Morgages, troubles alienations Prvarications or Incomberances w<sup>h</sup>soever, had made or done by mee Thomas Spencer, my wife Patience Spencer, or any other Prsone or Prsons whatsoever, from by or vnder mee, Only I the sayd Tho: Spencer with Patience my wife, doe except for our selues dureing our lifes, the full & whoole Improuement & profetts, of & from the abouesd Meddow of eight Acers more or lesse, lijng & being at Willcocks pond, & at our deceases, the full & whol Improuem<sup>t</sup> profett or profetts w<sup>h</sup>soever, is to returne to William Spencer his heys executors Administrators or assignes for euer more; And that the sayd William Spencer his hey<sup>e</sup> or Assignes shall & may at all tymes peaceably occupy the abouesd Lands, onely the abouesayd eight Acers of Meddow, is fully & Clearly excepted, the Improuement of y<sup>e</sup>

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same, to mee the sayd Thomas Spencer & my wife Patience Spencer or assignes as to all profetts there vnto belonging during our lifes, & at our decease notwithstanding, all assignem<sup>ts</sup> to bee of noe force, to & to bee voyd In Law, & shall returne to William Spencer his heyres & assignes the full profetts there of for euer more/ And I the abouesd Thomas Spencer, with Patience my wife doe hereby fully, freely & clearly giue ouer all our rightts & Title to y<sup>e</sup> abouesd appurtenances onely the profetts of the abouesayd Eight Acres of Meddow as is excepted, to Willia Spencer, his heyres or assignes for ever more, they peaceably to Inioy the same without any Eviction or expulsion of us our heyres or assignes for euer/ Alsoe the sd Thomas Spencer & Patience Spencer, doe hereby promiss to make any better or further assurance, If seasonably required according to Law, vnto William Spencer or his Assignes, In witness where of I the sayd Thomas Spencer & Patience Spencer my wife, haue here vnto sett our hands & seales, The Twentieth day of October, In the yeare of our Lord One thousand six hundred sixty & three/


Signed sealed & Delivered/

In the Prsence of/

Humfrey Chadborne/

Thomas/ Barker/

The marke of Thomas <sup>(his</sup> <sub>scale</sub>)

Spencer 

Patience Spencer <sup>(her</sup> <sub>scale</sub>)

Thomas Spencer & his wife did acknowledge this to  
bee There Act & Deede, this 16 : of Novemb<sup>r</sup> 1669 :

Richard Walden Comissio<sup>r</sup>/

A true Coppy of this writting with in written transcribed  
out of y<sup>e</sup> originall & y<sup>e</sup>with Compared this 30 : July : 75/

p Edw : Rishworth ReCor :

To all Christean people to whome these Prsents shall  
come/ Nicho : Frost of Kittery, in the County of yorke  
shyre, now in the Massatutts Jurisdiction in New England,

& Mary his wife sends Greeteing: Now know y<sup>e</sup> I y<sup>e</sup> aboue mentioned Nicho: Frost, & Mary my wife, for diuerse  
 • good Causes, & Considerations us moueing here vnto, more  
 espetially for & In consideration of Twelue thousand foote of  
 M<sup>c</sup>htable pine boards, in hand received, before the signeing  
 & sealeing hereof, of Geo: Broughton of Kittery, & in the  
 County & Colony abouesd, wherewith wee acknowledge our

Nich<sup>o</sup> Frost  
 To

Geo: Broughton

selues fully satisfyd Contented & payd, & y<sup>e</sup> of &  
 euery part & Prcell thereof doe acquit, & for  
 euer discharge the sayd Geo: Broughton his  
 heyrs & Assigns by these Prsents; Haue abso-  
 lutely given granted barganed sould aliend Inffeoffed, &  
 Confirmed, & by these Prsents, doe absolutely giue grant  
 bargane sell, aliene Enfeoff & Confirme vnto y<sup>e</sup> aboue named  
 Geo: Broughton a peece . or Prcell of Land being by meas-  
 ure sixty Acers, with all the wood & Tymber that is either  
 standing or lijng vpon the aforesayd Land, & all appurte-  
 nances & priuiledges y<sup>e</sup> to belonging, or In any wise apper-  
 tayneing, of what nature & kind soeuer, y<sup>e</sup> sayd Land being  
 bounded as followeth; vidz<sup>t</sup> with the Land of John Crafford,  
 on the North West End of it, being one hundred & sixty  
 pooles in Length; & w<sup>h</sup> y<sup>e</sup> Land of Ric: Cutt, & Moses  
 Spencer on y<sup>e</sup> South East end of it, & on the South west &  
 North East sid<sup>e</sup> of it w<sup>h</sup> y<sup>e</sup> Co<sup>m</sup>ans being 76 pooles in  
 breadth To haue & to hould, the aboue mentioned peece or  
 Prcell of Land with all y<sup>e</sup> wood Tymber, & all the appurte-  
 nances & priuiledges y<sup>e</sup> to belonging or any way app<sup>t</sup>ayne-  
 ing to him the sayd Geo: Broughton, his heyres & Assignes  
 for euer, & to his onely proper vse & behoofe for euer/ And  
 the sayd Nicho: Frost & Mary his wife, for them selves y<sup>r</sup>  
 heyres & Assignes, doe promiss Covenant & grant, to &  
 with the sayd George Broughton his heyres, & Assignes, that  
 they the sayd Nicholas Frost & Mary his wife, for them  
 selues y<sup>r</sup> heyres & Assignes doe promisse covenant & grant  
 to & with the sd Geo: Broughton his heyres & Assignes,  
 that they the sayd Nicholas Frost, & Mary his wife haue in

them selues good right & ful . pouer, & Lawfull authority  
y<sup>e</sup> aboue given & granted Premisses, to sell & dispos . of,  
& y<sup>t</sup> the same & euery part & Prcell thereof, are free &  
Cleare, & freely & clearely acquitted exonerated & dis-  
charged of, & from all, & all manner of forme . Gyfts,  
grants Leases Morgages, Wills Intales Judgments, execu-  
tions pouer of Thyrd, & all other Incomberances, of What  
nature & kind soeuer, had mayd done, acknowledged Com-  
mitted or suffered to bee done, or Committed, where by the  
sayd Geo : Broughton his heyres or Assignes, shall or may  
any ways bee molested, in, Evicted, or Eiected out of the  
aboue granted Premisses, or any pa . . or Prcell there of,  
by any Prsone or Prsons whatsoever, haueing Clameing or  
Prtending to haue or Clame any Legall right title Interest  
Clame or demand, of in or to the aboue granted Premisses,  
& the sayd Nicholas Frost & Mary his wife, doth for them  
selues, there heyres executors, Administrators & Assignes  
Covenant, & promiss, & grant to & with the sayd George  
Broughton his heyres & assign . [176] that the aboue given  
& granted peece or Prcell of Land, with all the priuiledges  
& appurtenances there vnto belonging, or any ways app<sup>r</sup>-  
tayneing, to warrant & for ever defend by these Prsents ;  
but It is to bee vnderstood, that If y<sup>e</sup> aboue mentioned peece  
or Prcell of Land, doe appeare to bee with in Mr Leaders  
grant of Tymber, that is to say pine Tymber, then the sayd  
Geo : Broughton his heyres nor Assignes shall not Molest,  
or trouble the sd Nicho : Frost his heyres executors Admin-  
istrators for about y<sup>e</sup> sayd pine Tymber vpon y<sup>e</sup> Land,  
abouesayd/ In witness where of the sayd Nicho : Frost &  
Mary his wife, haue here vnto set there hands & Seales this  
Twenty third day of March, In y<sup>e</sup> yeare of our Lord one  
thousand six hundred seauenty & foure, seauenty fve  
167 $\frac{1}{4}$  & In the twenty seauenth yeare of the Reigne of our

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Soveraigne Lord Charles the second (2) of England Scotland France & Ireland King Defend<sup>r</sup> of the faith/

Signed sealed & Deliverd/

Nicho : Frost (<sup>his</sup> <sub>scale</sub>)

In Prsence of us/

his Marke 

Benjame<sup>t</sup>: Barnard/

The Marke of (<sup>her</sup> <sub>scale</sub>)

Thomas Cheeke/

Mary Frost 

Jabez ffox/

William Spencer/ This Deede of sayle was acknowledged  
by Nicholas Frost, this 7th of the  
5th Moenth 1675 : before mee

Symon Willard Assista<sup>t</sup>:

This Deed of sayle was acknowledged by Mary Frost this  
24<sup>th</sup> of June 1675 : before mee Roger Playstead Assote/

A true Coppy of this Instrument aboute written, tran-  
scribed out of y<sup>e</sup> originall, & y<sup>r</sup>with Compared this 2 :  
August 1675 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Thomas Withers  
of Kittery, In the County of Yorke Gentle<sup>t</sup> for & in Con-  
sideration of Tenn pounds of Lawfull money of New Eng-  
land, In hand before the Insealeing & delivery of these  
Prsents, Well & truely payd, the receipt w<sup>o</sup>f, the sayd  
withers acknowledgeth, & him selfe to bee fully satisfyd,  
content, & payd, & thereof, & of every part, & Prcell  
thereof doth acquit exonerate & discharge, Enocke Hutch-  
ines of the sayd Town, & County, his heyres,  
Tho: Withers executors, Administrators, & Assignes for ever :  
To Enoch Houtchine As alsoe for diverse others good Causes & Con-  
siderations, him y<sup>r</sup>vnto espetially moueing, hath  
given granted barganed & sould, aliend Enfeoffed released &  
Confirmed, & delivered, & by these Prsents doth give grant  
bargane & sell, aliene Enfeoff release Deliuier & Confirme  
vnto the sayd Enocke Houtchine, his heyres executors  
Administrators & Assignes, A Tract of Land liijg & being

in Kittery, the one end faceing vpon Spruse Cricke, being twenty foure pooles In breadth, & runnēg vp by a brooke on the South side of It, one hundred & sixty pooles, & vpon the North side, of the sayd Twenty foure pooles in breadth, ruñing vp one hundred & sixty pooles, vpon an East & by north Lyne, & alsoe all profetts priuiledges, to & with in the sayd boundary, belonging and app'tayneing : To haue & to hould the before hereby granted & barganed Prmisses, & euery part & Prcell there of, vnto the sayd Enoch Houtchines, his heyres executors administrators & Assignes for ever, & the sayd Thomas Withers for him selfe his heyres, executors Administrators & Assignes, doe Covenant promiss & grant to & with the sayd Enoch Houtchine his heyres, executors Administrators & Assignes, & to & with euery of them, by these Prsents, that all & singular the before sayd Premisses, with all the profetts benefitts & Advantages, in & by these Prsents given granted barganed & sould, & euery part & Parcell there of, at the tyme of the Insealeing & delivery of these Prsents, are & bee & at all tymes hereafter shall bee remajne & Continew, clearly acquitted exonerated, discharged & kept harmelesse, from all manner of former & other barganes sayles gyfts grants leases charges Titles Dowes Troubles or Incomberances w'soeuer made committed suffered or done, or to bee made Committed suffered or done, by the sayd Thomas Withers his heyres, executors, Administrators or assignes or any of them or by any other Prsone or Prsones w'soeuer, by his or thejr meanes Acts titles Consents or procurement, to y<sup>e</sup> treuth of Which I haue here vnto set my hand & seale this 7th of July 1675 :

Signed sealed & delivered/ Thomas Withers (<sup>his</sup> <sub>seale</sub>)

In the Prsence of us/

George Munioy/

Samuell Donell/

Mr Thomas Withers Acknowledged  
this aboue Instrum<sup>t</sup> to bee his Act  
Deede vnto Enoch Houtchine this  
7th of July 1675 : before mee

Geo : Munioy Assote/

A true Coppy of this Instrument transcribed & Compared  
with the Originall this 4th of August 1675 :

p Edw : Rishworth ReCor :

To all Christen people to whom these Prsents shall come/  
Edw : Godfrey of Agamenticus, In y<sup>e</sup> County of Deavon, in  
the Province of Mayne Gentle : sendeth Greeteing : Know  
yee that the sayd Edw : Godfrey, for the Consideration here  
after in these Prsents mentioned, as alsoe for diverse other  
good Causes, & valewable considerations, him the sayd Edw :  
Godfrey there vnto espetially moueing, hath given granted,  
barganed, sould, Enfeoffed & Confirmed, & by these Prsents  
doth freely & absolutely (for him & his heyres)

Edw<sup>d</sup> Godfrey  
To  
Jn<sup>r</sup> Allcock

give grant bargan sell Infeoff & Confirme vnto  
John Allcocke of Agamenticus aforesayd Planter,  
tenn Acers of vpland scituate lijng & being, on  
the East side of the River of Agamenticus aforesd, bounded  
with the Land of Joseph Gynkes on the South side, the  
Land of Abraham Preble on the North West, the Commans  
on the North East, & the high way lately sett out on the  
South West, & alsoe one Prcell of swampe Land, lijng North  
East towards the high way aforesayd, bounded with a small  
Cricke or fresh brooke on the South West, the Land of  
Joseph Jnkes on the South East, And the Land of Abra :  
Preble on the North West ; To haue & to hould the afore-  
sayd vpland, & swampe, & all & singular the Premisses,  
with appurtenances vnto the sayd John Allcocke, his heyres  
& Assignes, for euer, hee the sayd John Allcocke his heyres  
& assignes, yeilding & paijng for all dues Issewing out of  
the pmisses vnto the sayd Edw : Godfrey his heyres, &  
Assigns two days worke of a man yearly, & the sayd  
Edward Godfry for him selfe his heyres [177] & assignes  
doth hereby Covenant to & with the sayd John Allcocke  
his heyres & assignes, that hee the sayd John Allcocke his

heyres & assignes, shall & may from tyme to tyme, & at all tymes hereafter, peaceably & quietly haue hould occupy possess, & Inioy the aforesd Prmisses, & every part & Prcell thereof (together with all such privilegedges, as others the Planters of Agamenticus do or ought to Inioy) without any let disturbance eviction, expulsion, or denyall of the sd Edward Godfrey his heyres or assignes, or any other Prsone or Prsons w<sup>soe</sup>ur, lawfully Cameing the same, or any part or Prcell there of, in from by or vnd<sup>r</sup> him, or any of them, freed & discharged, of & from all, & all manner of formr & other barganes sayles, Joynters Dowers, Judgm<sup>t</sup> executions & Incomberances, w<sup>soe</sup>uer/ And alsoe that y<sup>e</sup> sayd Edw : Godfry his heyres executors &c: at y<sup>e</sup> proper Costs & charges of the sayd John Allcocke, his heyres & Assigns vpon reasonable request in that behalfe, to bee made, shall & will from tyme to tyme & at all tymes hereafter dureing the space of tenn years, doe make acknowledg & suffer, or cause to bee done, made, acknowledged, executed, & suffered, all & euery such further, & other lawfull & reasonable Act, & Acts, thing & things devise & devises, in the law for the further & better Assurance, & sure makeing of all & singular the Premisses, before in these Prsents specifyd, according to the true Intent & meaneing here of, & alsoe shall & will seale & Deliver vnto y<sup>e</sup> sayd John Allcocke his heyres or Assignes, the like Deede verbat as these Prsents, Ingrossed in parchment W<sup>soe</sup>uer the sayd deed shall bee by the sayd John Allcocke his heyres or Assignes tendered to y<sup>e</sup> sayd Edw : Godfrey, his heyres or Assignes, & the sayd Edward Godfrey hath hereby made ordayned & appoynted his trusty & Well beloved frejnd, Abraham Preble his true & lawfull Attorney, for him & in his name to Enter into y<sup>e</sup> Premisses, aforesayd, & thereof full possession to take, & after such possession is taken to deliver for him, & in his name, possession & seisine of all the sayd p<sup>ro</sup>misses, vnto the sayd John Allcocke, his heyres, & Assignes for ever, rati-fijng the same as his Act, & deede, by these Prsents/ In

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witness w<sup>o</sup>f the sayd Edward Godfrey, hath here vnto set  
his hand, & seale/ Dated the sixteenth day of March Anno  
Dom<sup>o</sup> 1642 :

Sealed & Delivered In y<sup>e</sup> p mee Edw : Godfrey/ (his <sup>scale</sup>)

Prsence of/ Oliver Godfrey/ Edw : Johnson/

Roger Garde/

A true Coppy of this Instrument or deed aboue written  
transcribed, & Compared with y<sup>e</sup> originall this 5th of  
August 1675 : p Edw : Rishworth ReCor :

Memorandum that possession was taken by the with in  
named Abra : Preble of the Premisses with in granted/ &  
possession & seisine thereof by him delivered vnto the with-  
in named John Allcocke/ In y<sup>e</sup> Presence of/

Peter Weare

The marke of Richard  
Bankes 

Memorand<sup>o</sup>: It is agreed between the Partys to these  
Prsents, that part of the spring next to Abra :  
Spring Prebles house, shall remajne in Coman for the  
rest of the Inhabitants there/ John Allcocke/

Witness/ Roger Garde

Edw : Johnson/

Septemb<sup>r</sup> 26 : 1644 :

Jn<sup>o</sup> Allcock


To

Peter Weare

Know all men by these Prsents, that I John  
Allcocke of Gorgeana doth make ouer to Peter  
Weare, all my right & Title here in expressed,  
with all the P<sup>r</sup>misses there in expressed, witness John  
Allcocke, & possession given/ by mee John Allcocke/


In the Prsence of/

Abraham Preble/

Ric : Bankes his marke 

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I doe hereby Assigne ouer vnto Mr John Gouch, all the  
 appremises herein expressed, with y<sup>t</sup> bujlding  
 S<sup>d</sup> Weare there vnto Added, for a Certen Consideration  
 To by mee agreed vpon/ March 16 : 1650  
 Jn<sup>r</sup> Gouch Peter Weare/

Witness, Nicho : Davis/ A true copy or Coppys  
 The Marke of  Nicho : of these Assignem<sup>ts</sup> trans-  
 Greene/cribed and Compared  
 with y<sup>e</sup> originalls this 5th  
 of July 75  
 p Edw : Rishworth ReCor :

To all to whome these Prsents shall come/ Edward God-  
 frey of Agamenticus In the County of Deavon, In the  
 province of Mayne Gentle : sendeth Greeeting Know yee  
 that the sayd Edw : Godfrey, for the Considera-  
 Edw<sup>d</sup> Godfrey tion hereafter in these Prsents mentioned, as  
 To alsoe for diverse good causes, & valewable Con-  
 Abre Preble siderations, him there vnto espetially moueing,  
 haue given granted barganed sould, Infeoffed, & Confirmed,  
 & by these Prsents doth freely & absolutely giue grant  
 Enfeoff & Confirme vnto Abra : Preble of Agamenticus  
 aforesad Plant Tenn Acers of vpland scituate, liijng & being,  
 on the East side of the River of Agamenticus aforesd,  
 bounded with the Land of John Allcocke on the South East,  
 & the Lands of Thomas Chambers on the North West, &  
 the Land of the sayd Edw : Godfrey on the North East, &  
 the high way lately sett out on the South West/ & alsoe a  
 Prcell of swampe liijng neare the sayd tenn Acers of Land  
 abutting with the high way aforesayd, on the North East,  
 vnto a small brooke runneing down the sayd swampe on y<sup>e</sup>  
 South West to y<sup>t</sup> part of the sayd swampe, w<sup>ch</sup> belongs to  
 Thomas Chambers on y<sup>e</sup> North West, & to that part of the  
 sayd swampe, w<sup>ch</sup> belongeth to John Allcocke on the South

East, To haue & to hould the aforesayd vpland & swamp & all & singular the Prmisses, with appurtenances, vnto y<sup>e</sup> sayd Abra : Preble his heyres & Assignes for ever, the sayd Abra : Preble his heyrs & Assignes, yeilding & paijing for the Premisses vnto the sayd Edward Godfrey his heyres & Assignes for all dues Two days worke of a man yearly/ & the sayd Edw : Godfrey for him selfe his heyres & Assignes doth hereby Covenant, to & with the sayd Abra : Preble his heyrs & Assignes shall & may from tyme to tyme, & at all tymes hereafter peaceably & quietly haue hould occupy possess & Inioy y<sup>e</sup> aforesd Premisses, & every part & [178] Prcell there of togeather with all such priuiledges, as the Planters of Agamecticus, doe or out to Inioy, without any lett disturbance, eviction or expulsion of the sd Edw : Godfrey, his heyres or Assignes, or any other Prsone or Prsons w<sup>th</sup>soeuer, lawfully Clameing the same, or any part or Prcell of, in from by or vnd<sup>r</sup> him, or any of them freed & discharged of and from, & all manner of former barganes sayls Joynters Dowers Judgm<sup>t</sup> executions, & incomberances w<sup>th</sup>soeuer, & alsoe that y<sup>e</sup> sayd Edw : Godfrey his heyres & Assignes at the proper Costs, & Charges of the sayd Abra : Preble his heyres & Assignes, vpon resonable requests, in that behalfe shall & Will from tyme to tyme, & at all tymes hereafter, dureing the space of tenn years, doe make acknowledg & suffer or cause to bee done made, acknowledgd executed & suffered, all & euery such further & other lawfull & Reasonable Act & Acts, thing & things, devise & deuises in the law for y<sup>e</sup> further & better Assurance, & sure makeing of all & singular the Premisses, before in these Prsents specifyd, according to y<sup>e</sup> true Intent & meaneing of these Prsents, & alsoe to seale & deliuer to y<sup>e</sup> sayd Abra : Preble his heyrs Or Assignes the like Deede verbatim as these Prsents, Ingrossed in parchment, w<sup>th</sup>soeuer the sayd Deede shall bee tendered to y<sup>e</sup> sayd Edw : Godfrey his heyres or Assignes/ & the sayd Edw : Godfrey hath made ordaned & appoynted his trusty & Well beloued frejnd John Allcocke his true &

lawfull Attorney for him, & in his name, to Enter into y<sup>e</sup> sayd P<sup>r</sup>misses, & y<sup>e</sup> of full possession to take, & after such possession taken to deliver for him & in his name possession & seisine of all the sayd Premisses, vnto y<sup>e</sup> sayd Abraham Preble his heyres & Assignes for euer, ratiffjng the same as his Act & deede by these Prsents/ In witness w<sup>o</sup>f hee hath here vnto set his hand & seale the twentieth day of Decemb<sup>r</sup> Anno Dom<sup>i</sup>: 1642 :

Sealed & delivered in the p mee Edw : Godfrey (<sup>his</sup> seale)

Prsence of/

Oliver Godfrey/

John Allcocke/

Memorand<sup>o</sup>: the 23<sup>th</sup> day of December 1642 : possession was taken by the with in named John Allcocke of y<sup>e</sup> p<sup>r</sup>misses with in granted, & by him delivered unto y<sup>e</sup> within named Abraham Preble in the Prsente of us, Thomas Curtis/

John Twisden/

Peter Twisden/

Furthermore the sayd Abraham Preble, his heyres & Assignes is to haue free Co<sup>m</sup>anage of pastour tymber for bujlding, or any necessary vsse for his Acco<sup>m</sup>odation of Imployment to bee vsed in the Premises, & behind his Dyvident tenn Acers more of Land Adioyning to y<sup>e</sup> North east End of the sayd Dyvident/ p mee Edw : Godfrey/

A true Copy of this Instrument, with y<sup>e</sup> possession, & postscript, transcribed out of the originall, & there with Compared this 6th day of July 1675 :

p Edw : Rishworth ReCor :

This Deede made the 10<sup>th</sup> of May 1653 : between Mr Edw : Godfrey, & Mr Abra : Preble, witnesseth that the sayd Edward in the behalfe of him selfe & his Assotiats by vertue of a Pattent beareing date the 23 of March : 37 : & devission thereof made the 11th of Novemb<sup>r</sup> 1641 : as may appeare,

hath right title & Interest in Certen Lands in  
 D<sup>no</sup> Agamenticus, now Called yorke amongst w<sup>h</sup> to  
 To a Prcell Co<sup>m</sup>anly called the planes of w<sup>h</sup> the sd  
 D<sup>no</sup> Edward, did formerly give vnto y<sup>e</sup> sayd Abraham  
 Preble by two deeds Twenty Acers, & a lot to John All-  
 cocke, w<sup>h</sup> was sould to Peter Weare by him to John Gouch  
 of Wells, the same being now bought by Mr Abra : Preble/  
 This Deede witnesseth, that I the sayd Edw : Godfrey, doe  
 further give grant Infeoff & Confirme, vnto the sayd Abra :  
 his heyres & Assignes for ever, tenn Acers more to runne  
 on the backe side of the sd Lott, adioyneing to the Lands,  
 of the sayd Abra Preble hee or they paijng such acknowl-  
 edgm<sup>t</sup> as by the sayd former grants are specifyd/ In witness  
 w<sup>o</sup>f haue here vnto put my hand the day aboue sayd/  
 Signed In psence of us/ p mee Edw : Godfrey

John Davess/

Fran : Raynes/

A true Coppy transcribed, & Compared with the originall  
 this 6th day of August 1675 : p Edw : Rishworth ReCor/

Know all men by these Prsents, that I Mr  
 W<sup>m</sup> Hooke  
 To William Hooke M<sup>c</sup>chant dwelling in Sawlsbury  
 J<sup>n</sup> Gouch & In New England, doth giue grant & Confirme,  
 Peter Weare vnto Mr John Gouch of Gorgeana, & Peter  
 Weare of the aforesd Gorgeana, for thejr heyres & Assignes  
 for ever, fourty Acers of Land, beginjng at the side of the  
 little River, on this side of Cape Nuttacke beach, that is to  
 say twenty Acers to Mr John Gouch, & Twenty Acers I doe  
 give to y<sup>e</sup> aforesayd Peter Weare/ witness my hand & seale  
 this 10<sup>th</sup> of Octobr 1644/ William Hooke (his  
 scale)

Witness

Henery Donell  
 his marke **HD**

A true Coppy of this Instrument, tran-  
 scribed & Compared with y<sup>e</sup> originall  
 this 6 : July : 75 : p Edw : Rishworth  
 ReCor :

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Know all men by these Prsents, that I Mr William Hooke  
M'chant dwelling in Sawlsbury, in New England,  
doth giue grant & Confirme vnto John Gouch  
Junjo<sup>r</sup> of Gorgeana to his heyres & Assignes for  
euer, tenn Acers of Land, next to the aforesayd  
fourty Acers of Land, w<sup>ch</sup> I haue given to Mr Jo<sup>n</sup> Gouch &  
Peter Weare, witness my hand & seale this 18<sup>th</sup> of Octob<sup>r</sup>  
1644/ William Hooke (<sup>his</sup> seale)

Witness/

Henery Donell      A true Coppy transcribed out of the  
his marke *HD*      originall this 6<sup>th</sup> July 1675/  
p Edw : Rishworth ReCor :

Wee whose names are here vnder subscribed,  
being chosen by the Town & approved of by the  
County Court, to order the affayres of the Town  
of Yorke Wee haueing this day layd out severall  
lotts of Marsh, Wee doe alsoe allow vnto Abra : Preble, that  
Tract of March lijng & being between y<sup>e</sup> Marsh of Mr Edw :  
Johnson, in the North west branch of the Marsh, & a Prcell  
of Marsh of Hene : Donells, the aforesd Marsh lijng in foure  
severall Parcells, & was layd out vnto him the sayd Abra :  
Preble by the Town in the yeare 1646

Witness our hands, the first of July, 1653 :

William Hilton/ John Allcocke/ Arther Bragdon/  
Ric : Bankes/

A true Coppy transcribed out of y<sup>e</sup> Originall y<sup>e</sup> 6 : July :  
75 : p Edw : Rishworth ReCor :

[179] Whereas Thomas Esquire, did by promise giue & grant vnto Abra: Preble John Twisden, Richd Banks, & Thomas Curtis, all of Gorgeana a fresh Marsh contayneing twelue acers or thereabouts, lijng neare two Miles from the now dwelling house of the sayd Abra: Preble, Nearest North & by West/ These Prsents witness that Richd Vines, Steward Gene<sup>n</sup> of the Province of Mayne, doe for & In the behalfe of Sir Fardinando Gorges K<sup>t</sup> Ld Proprietor of the sayd Province, Confirme the P<sup>r</sup>misses vnto y<sup>e</sup> sayd Abra: Preble, John Twisden, Richd Banks, & Thomas Curtis, there heyres & Assignes for euer, the sayd Abraham & the rest yeilding & paijng vnto the sayd Sir Fardi<sup>t</sup> Gorges, his heyres or Assignes 12<sup>d</sup> p Ann<sup>y</sup> In witness w<sup>o</sup>f, I haue here vnto set my hand & seale, the 20<sup>th</sup> day of November, 1645 :

Richd Vines (<sup>his</sup>seale)

Witness/

Joseph Hull

George Puddington/

A true Coppy transcribed, & Compared w<sup>th</sup> the originall this 9<sup>th</sup> of August: 1675 :

p Edw : Rishworth ReCor :

This Deede made 25<sup>th</sup> of June 1652 : between Mr Edw : Godfrey on y<sup>e</sup> one Party, & Mr Abra: Preble on the other Party, Witnesseth that the sayd Edward In the behalfe of him selfe & his Assotiates, by vertue of a Pattent beareing date the 23<sup>d</sup> of March : 37 : & a deuission made thereof the 11<sup>th</sup> of Novem<sup>br</sup> 1641 : as by the same doth & may more at large appeare/ hath Right Title & Interest in Certen Lands, & a Certen Cricke Co<sup>m</sup>anly known by the name of Mr Gorges Cricke/ for diuerse good Causes & Considerations him there vnto Moueing, doth giue grant Enfeoff & Confirme vnto the sayd Abra: Preble his heyres & Assigns for euer, A Prcell or

Edw<sup>d</sup> Godfrey  
To  
Abra<sup>m</sup> Preble

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Tract of Land Contayneing Twenty Acers, more or less, bounded on the Cricke side to Contayne eighty poole, & to begine Southwardly at y<sup>e</sup> Riverlet, W<sup>r</sup> Willia<sup>m</sup> Ellinggham & Hugh Gayle end there fluety Acers, Norewardly to a marked tree, & soe seaventy rod Eastwardly, as Ellinghams & Gayls lot runneth, the sayd Abra Preble his heyres & Assignes, yeilding & paijng vnto y<sup>e</sup> sayd Edw : Godfrey his his heyres & Assignes for ever, three shillings foure peence If demanded, the first payment begining seaven years after the date hereof/ In witness w<sup>of</sup> hee hath here vnto put his hand & seale the day aboue sayd/

Signed sealed & Deliverd in      p mee Edw: Godfrey (<sup>his</sup><sub>seale</sub>)  
the Prsence of

Hugh Gayle his Marke

H D

Will: Ellingham his marke

W E

A true Coppy here of  
transcribed, & Com-  
pared with the orig-  
inall this 9th day of  
August 1675 :

p Edw : Rishworth ReCor :

July : 21 : 1645 :

Know all men by these Prsents that I Christopher Rogers  
servant in tyme past vnto Sir Fardiñ : Gorges, but now of  
Pischataqua Planter, doth sell vnto Mr John  
Gouch of Gorgeana, a Prcell of Marsh w<sup>ch</sup> the  
sayd Mr Thomas Gorges gaue in the behalfe of  
the aforesd Sir Fardinad<sup>e</sup> Gorges to y<sup>e</sup> sayd  
Christopher Rogers, liueing on the Southward side of y<sup>e</sup>  
River of Gorgeana, or else aforesd Agamenticus, being a  
poynt of Marsh lijng on this side of a Marsh Poynt given to  
Peter Weare of the aforesd Gorgeana w<sup>ch</sup> poynt w<sup>ch</sup> was  
given vnto Christopher, I the sayd Christopher doth sell all  
my own Interest & right w<sup>ch</sup> I haue in the same, & doe give  
vnto the sayd Mr John Gouch full possession of the same/

Chris: Rogers  
To  
Jno Gouch

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In testimōy here of I the 'sayd Christopher haue herevnto  
set my hand/ Christopher Rogers/

Witness, Peter Weare/

Jo<sup>n</sup> Twisden/

A true Coppy transcribed & Compared w<sup>h</sup> y<sup>e</sup> originall  
this 9<sup>th</sup> August : 75 : p Edw : Rishworth ReCor :

These witnesseth, that Wee whose names are here vnder  
subscribed being appoynted by the Select men of the Town  
of Yorke in the yeare 1658 : to lay out vnto Abraham  
Preble of Yorke aforesayd, Twenty Acers of Land which  
the sayd Abra : formerly bought of Mr John  
Yorke Com<sup>mes</sup> Gouch on the South West side of the little River,  
To w<sup>h</sup> is between the Towne & Cape Nuttacke beach,  
Abra<sup>s</sup> Preble which accordingly Wee haue done, the bounds  
w<sup>o</sup>f is as followeth, that is to say to beegine at a marked  
tree standing on the aforesd Rivers side, neare the Land of  
Hene : Donell towards the sea, & for to runne fourty rodds,  
or pools towards y<sup>e</sup> South West w<sup>r</sup> severall trees are marked,  
& to runne the same breadth vp into y<sup>e</sup> Countrey butting on  
the South west side of the aforesd Little River foure scoore  
rodds or poole to y<sup>e</sup> fullfilling of Twenty Acers/ witness our  
hands, this 30<sup>th</sup> of Janvary : 1659 : Ric : Bankes

Jo<sup>n</sup> Twisden/

A true Coppy of this grant transcribed & Compared with  
y<sup>e</sup> originall this 9<sup>th</sup> August 75 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Tho :  
Tho : Gorges Gorges Depu<sup>y</sup> Gou<sup>r</sup>er of the province of Mayne,  
To doe In behalfe of Sir Fardina<sup>d</sup> : Gorges K<sup>t</sup> Pro-  
Peter Weare prietor of the sd Province, do giue, grant,  
Enfeoff, & Confirme, vnto Peter Weare of Gorgeana his

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heyres & Assigns for euer, a Necke of Marsh named y<sup>e</sup> narrow Necke, being by estimation two Acers, or y<sup>r</sup> abouts bee It more or lesse, yeilding y<sup>r</sup>fore & paijng vnto y<sup>e</sup> sayd Sir Fardin<sup>r</sup>: Gorges, his heyrs or Assignes, one shilling at or vpon the 29<sup>th</sup> of Septemb<sup>r</sup> yearly/ Given vnd<sup>r</sup> my hand & Seale this 15<sup>th</sup> day of July 1643 :

Tho : Gorges Dep<sup>t</sup> Gou<sup>r</sup>er/

I doe hereby at this Prsent Assigne ouer vnto Mr John Gouch my Marsh herein specifyd, with all my Marsh given mee In Agamenticus for a Consideration agreed on by mee/  
March 16 : 50 :

Peter Weare/

Witness Nicho :

A true Coppy of this Grant & y<sup>e</sup>  
Assignement transcribed out of  
y<sup>e</sup> originall, & y<sup>r</sup>with Com-  
pared this 9th day of August  
1675 :

Nicho : Daus/

the Marke of

Nicho : Greene/

p Edw : Rishworth ReCor :

The Deposition of Mr Edw : Johnson of Yorke, June 11<sup>th</sup>  
1657 :

This Deponent sworne sayth, that little before Thomas Gorges Esq<sup>r</sup>, went out of New England w<sup>ch</sup> was about 13 or 14 years agoe, this Deponent sayth, that hee was Prsent in the Marshes of yorke, w<sup>ch</sup> the aforesd Tho : Gorges, & Peter Weare, at w<sup>h</sup> tyme, this Deponent sayth, that In his

Prsence, hee did see Thomas Gorges give vnto the aforesayd Peter Weare, full & free possession to y<sup>e</sup> vss of the sayd Peter Weare & his heyres for ever, of a Certen poynt & Prcell of Marsh lijng on the South side of the River, in

the South West branch of the Marshes of yorke, w<sup>ch</sup> poynt & Prcell of Marsh was Called the narrow Necke, & now is Called known by the name of the Gurnetts Noose: And further this Deponent doth affirme that at y<sup>e</sup> same tyme Tho :

Edw<sup>d</sup>  
Johnson  
Test. for  
Pet<sup>r</sup>  
Weare

Gorg<sup>e</sup> Esq<sup>r</sup>, in this Deponents Prsence did give vnto his two servants Christopher Rogers & Will: Davess, two poynts of Marsh lijng next below the aforesd poynt of marsh given vnto Peter Weare, & are alsoe lijng & being on the South side of y<sup>e</sup> River, in the South West branch of y<sup>e</sup> Marshes of Yorke/ & further sayth not/

Taken vpon oath before mee Joseph Bolles/

A true Coppy transcribed w<sup>th</sup> y<sup>e</sup> originall this 9th of August 1675 : p Edw : Rishworth ReCor :

[180] The Deposition of Robert Knight of Yorke aged about 71 yeares/

This Deponent doth affirme y<sup>t</sup> Mr Thomas Gorges a little before hee went out of New England, w<sup>ch</sup> is about 14 or fiuteen years since, this Deponent being Prsent with the sayd Mr Gorges, & Peter Weare; heard the aforesd Mr Gorges in this Deponents Prsence, give & grant vnto the aforesd Peter Weare & to his heyres for ever, one peece or Prcell of Marsh called the Narrow Necke, & now commanly Called & known by the name of y<sup>e</sup> Gurnetts Noose, lijng & being on the South side of the River, In y<sup>e</sup> South west branch of y<sup>e</sup> Marshes of yorke/ & further sayth not/

Rob<sup>t</sup>  
Knights  
Test  
for Petr Weare

Taken vpon oath this 7th of Decemb<sup>r</sup> 58 : before mee

Edw : Johnson/

A true Coppy transcribed, & Compared with y<sup>e</sup> originall this 10<sup>th</sup> of August 1675 p Edw : Rishworth ReCor :

The Deposition of Peter Weare aged about fourty yeares, being in Company with Mr Tho: Gorges, vpon the South West branch of yorke River, some-tyms before the goeing of Mr Gorges out of New England, w<sup>ch</sup> is about foureteen or fiuteene

Peter Weare  
Test for  
Chris: Rogers  
& W<sup>m</sup> Davis

years since at w<sup>h</sup> tyme this Deponent doth testify, that y<sup>e</sup> sayd Mr Tho : Gorges, did giue & grant vnto Christopher Rogers & Willia<sup>m</sup> Davis, vpon the South west branch of the aforesd River of yorke, one small poynt of Marsh Contayneing one Acer & an halfe, & one Cricke of Marsh lijng on the lower side of the aforesd Poynt, w<sup>h</sup> Marsh was to bee æqually devided between Christopher Rogers & William Daus, w<sup>h</sup> Marsh is vpon the south side of the South West branch of the afore sayd River/

Taken vpon oath this 7th of December 58 : before Edw : Rishworth/


A true Coppy transcribed, & Compared with y<sup>e</sup> originall this 10<sup>th</sup> of August 1675 : p Edw : Rishworth ReCor :

These Presents doe testify that I Samson Anger of Yorke In the County of york plantr for severall good causes & Considerations there vnto mee moueing, & more espetially for the some of eight pounds to mee in hand payd, by Jesper Pullman of Yorke fisherman, w<sup>th</sup> I am fully Contented & satisfyd, doe hereby sell giue grant aliene Enfeoffe & Confirme, from mee my heyres executors administrators & assignes, vnto the sayd Jesper Pullman his heyres executors Administrators & assignes, & haue hereby given granted aliend Enfeoffed & Confirmed, vnto the sayd Jesper Pullman his heyres executors Administrators & Assignes, for ever, a Certen Tract or Prcell of Meddow Land or sault Marsh, lijng & being on the Wester most end of y<sup>e</sup> Great Yland, lijng ouer against Thomas Trafftons feild, goeing from the Norther end of the great Ysland to a small Cricke, that comes neare vnto It, contayneing the quantity of one Acer of Marsh bee It more or lesse, lijng & being between the sayd Crick Notherly & the broad Coue Southward, or South Westwardly, next vnto William Moors Ysland, w<sup>h</sup> hee lately bought of John

Jasp<sup>r</sup> Pulman  
From  
Same<sup>r</sup> Angler

Harker : To haue & to hould the sayd Tract or quantity of Marsh, with all the priuiledges Imunitys, lybertys & all other appurtenances therevnto belonging, from mee the sayd Samson Anger, with the Consent of my wife Saraih my heyres executors, administrators & Assigns, vnto y<sup>e</sup> sayd Jesper Pullman aforesd his heyres executors Administrators or Assignes for euer/ And further the sayd Samson Anger doth Couenant & agree with the sayd Jesper Pullman, that y<sup>e</sup> sayd Marsh is free & cleare, from all Titles troubles, Morgages alienations, Clames, & all other Incomberances w<sup>th</sup>soeuer, & that y<sup>e</sup> sayd Samson Anger in the behalfe of him selfe, his heyres executors Administrators & Assignes will warrant & defend the same from all Prson or Prsons w<sup>th</sup>soeuer, that shall Clame any title, Clayme from by or vnder him, or them, or by his meanes, or there procurement, vnto y<sup>e</sup> sayd Jesper Pullman his heyres administrators & Assignes for euer/ as witness my hand & seale, w<sup>th</sup>vnto I haue afixed the same, this foureteenth day of August one thousand six hundred seauenty fue, Anno Dom<sup>i</sup>: 1675: In the Twenty seaueth yeare of our Sovereigne Ld the King, Charles the second, of England Scotland France & Ireland, Defend<sup>r</sup> of y<sup>e</sup> faith & c :

Signed sealed & Delivered in the  
Prsence of Edw : Rishworth/  
Susanna Rishworth/

Samson Anger his  
Marke ○ (his  
seale)  
Saraih Anger her  
marke  (her  
seale)

It is to bee vnderstood that there is a  
quarter of an Acer of vpland, lijng  
on the North of the sayd Marsh,  
granted by Samson Anger & Saraih  
his wife, vnto Jesper Pullman, lijng  
& being as the trees are marked  
out/

This bill of sayle for the Marsh aboue written, & the peece  
of vpland vnder written is acknowledged by Samson Anger,  
& Saraih Anger his wife, to bee y<sup>r</sup> Act & Deede this 14<sup>th</sup> of  
August 1675/ before mee Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed out of the  
 originall & y<sup>r</sup>with Compared this 16th day of August 1675 :  
 p Edw : Rishworth ReCor :

Know all men by these Prsents that I Edward Rishworth  
 of Yorke, In the County of yorke ReCor: by & with the  
 Consent of Susanna my wife, vpon severall Considerations  
 there vnto mee moueing, & more espetially for the sume of  
 nine pounds in silver, Current money of New  
 Edw<sup>d</sup> Rishworth England, to mee in hand payd, vpon the Enseale-  
 To ing & Deliuery of these Prsents, by Job Allcocke  
 Job Allcock Leefte<sup>r</sup> of the Town aforesayd, vpon the receipt  
 w<sup>o</sup>f I doe acknowledg my selfe to bee fully payd Contented  
 & satisfyd, doe by these Prsents giue grant bargane Enfeoff &  
 Confirme, & haue hereby given granted barganed Enfeoffed  
 & Confirmed from mee my heyres executors Administrators  
 & Assignes, vnto Job Allcocke his heyres executors admin-  
 istrators & Assignes for ever, a Certen Tract or Messuage  
 of vpLand Contayning the quantity of one full Acer, lijng &  
 being by the water side, bee It more or less, bounded by &  
 Adioyneing vpon the Land of John Brawne on the South  
 East side, & the Land of Edw: Rishworth on y<sup>e</sup> North  
 West, w<sup>v</sup>pon the sayd Allcocke hath lately bujlt a New  
 house, W<sup>h</sup> Land fronteth vpon the River, right ouer against  
 the Coue, w<sup>r</sup> three Maple stakes are set down where is ware  
 house is now bujlt, contayneing the Number of Twenty eight  
 pooles backe to a Maple stake, toward the high way, &  
 seaven pooles in breadth ru<sup>n</sup>eing backe to y<sup>e</sup> high way  
 towards the lott formerly Phillip Hatches, now Jesper Pull-  
 mans, vntill the quantity of one acer or y<sup>a</sup>bouts bee fully  
 Completed; To haue & to hould the sayd Tract of vpland  
 with all the priuiledges & appurtenances as aboue expressed  
 vnto y<sup>e</sup> sayd Job Allcocke his heyres executors administra-  
 tors & assignes for euer, & I the sayd Rishworth doe further

Covenant & Agree with Job Allcocke aforesd that y<sup>e</sup> sayd Acer of vpland, is free & Cleare from all manner of Titles Clames leases & Morgags what soeuer, & doe hereby stand bound to warrant & Defend the same from all Prson or Prsons w<sup>t</sup>soeuer, ftending any Clame or Clames from by or vnd<sup>r</sup> mee/ In testimony w<sup>o</sup>f of all & euery of the aboue barganed Prmisses, I haue here vnto afixed my hand & seale, this Twenty seaventh day of March, one thousand six hundred seaventy fue/ 1675 : Edw : Rishworth (<sup>his</sup> <sub>seale</sub>)

Signed sealed & Delivered/

in the Prsence of/

Andrew Everest/

Patience Hatch

her marke **PH**

Mr Edw : Rishworth doth acknowl-  
edg this aboue written Instrum<sup>t</sup>  
to bee his Act & Deed this Ninth  
day of July 1675 before mee

Rog<sup>r</sup> Playstead Assofe/

Susannah Rishworth doth acknowledg this Instrume<sup>t</sup> to  
bee her Act & Deede, this first of August 1678 : before mee

Sa<sup>m</sup>ell Whelewright Assofe/

A true Coppy of this Instrument aboue written tran-  
scribed out of the Originall & there with Compared this 16th  
day of August 1675 : p Edw : Rishworth ReCor :

[181] This Indenture made the 25<sup>th</sup> of November 1667 :  
betweene Nicho : Whitte of Westgostoggoe in the province  
of Mayne Planter, of the one Party, & John Wallis of Cas-  
coe of the same Province ffisherman of the other Party wit-  
nesseth/ That y<sup>e</sup> sayd Nicho : Whitte hath given granted,  
barganed, & sould, & by these Prsents doth  
clearly, fully & absolutely giue, grant, sell &  
Confirme, vnto John Wallis his heyres executors  
& Assignes for ever, all the right Title & Inter-  
est hee hath, might haue, or out to haue, to a plantation  
formerly possessed & Inioyed by him the sayd Nicho : Whitte  
lijng & being, at a place commanly called or known by the

Nico White  
&  
Jn<sup>r</sup> Wallis

name of Papoding In Cascoe bay, with all & singular Its rights, members, & appurtenances, together with all & every part & Pcell of Marsh, formerly Inioyed & possessed by him the sayd Nicho: Whitte, w<sup>n</sup> hee did liue in & possess the aforementioned plantation, together with all houses, ædifices, bujldings, barnes, Orchards, gardings fejlde Meddows, feedeing Pastures, woods, vnderwoods, profetts Commoditys, Comāns of Pastures, hæreditaments, appurtenances Whatsoever, to y<sup>e</sup> sd Plantation or Prmisses, or to any part or Pcell of them, belonging, or any wise appertayning together, with all deeds writeings, evidences Escripts & monuments w<sup>s</sup>soever, touching or Concerning the Prmisses, or any part or Pcell of them/ To haue & to hould the sayd plantation, & all & singular the Premisses, herein or hereby granted, & sould, with there & every of thejr rights, members, & appurtenances w<sup>s</sup>soever, vnto the sayd John Wallis his heyres & Assignes for ever/ & the sd Nicholas Whitte for him selfe & his heyrs the sayd Plantation, & all & singular the Premisses, before granted, barganed, & sould, w<sup>h</sup> the appurtenances vnto the sayd John Wallis, & his heyres, to y<sup>e</sup> onely proper vss & behoofe of the sayd John Wallis, his heyres & Assignes for euer, against him the sayd Nicho: Whitte, his heyres & Assignes, & all & every other Prson, or Prsons w<sup>s</sup>soever, lawfully Claymeing, by or from vnd<sup>r</sup> him or them, shall & will warrant & defend; In Consideration w<sup>o</sup>f, hee the sayd John Wallis doe by these Prsents, bind him selfe his heyres, & executors to pay, or Cause to bee payd, vnto y<sup>e</sup> sayd Nicho: Whitte his heyres or assignes the full & Just some of Twenty foure pounds, Stertg, In manner, & forme following, vidz<sup>t</sup> one halfe In English goods, such as the sayd Nicho: Whitte shall appoynt, at price current, the other halfe in Cattle as they shall bee prised by two Indifferent men, w<sup>h</sup> payment of goods & Cattle is to bee payd by him the sayd John Wallis, his heyres, or exēcutors to him the sayd Nicholas Whitte, his heyres or Assignes, at or before the last of Septēb: In y<sup>e</sup>

yeare of our Lord 1668 : In witness w<sup>of</sup> the Partys aboue  
named to these Prsent Indentures, Interchangeably hau set  
thejre hands & Seales the day & yeare aboue written/  
before the signeing sealing, & Deliuery hereof, It is con-  
cluded by the Partys aboue mentioned, that If any backe  
rents appeare Legally to bee due In reference to y<sup>e</sup> Land, or  
Marsh Nicho : Whitte hath sould, hereby vnto John Wallis,  
that Nicho : Whitte his heysr or Assigns is to pay the same/  
die Predicto/ Nicholas Whitte his

Signed sealed & deliuered

marke  (his scale)

in the psence of us/


Joseph Phippen

John Wallis his Marke  (his scale)

Thomas Stamford

with y<sup>e</sup> Consent of Daniell

his marke 

Whitte his marke/ 

A true Coppy of this Instrum<sup>t</sup> transcribed, & Compared  
with the originall this 20<sup>th</sup> of August, 1675 :

p Edw : Rishworth ReCor :

Joseph Phippen Junjo<sup>r</sup> tooke his oath that hee was Prsent  
& a witness When Nicholas Whitte signed sealed & Delivered  
this writeing or Instrument as his Act & deed vnto John  
Wallis/ Taken this 7<sup>th</sup> of March : 167½ before mee

Fran : Neale Assotiate

Thomas Stamford acknowledged that hee was Prsent, & a  
witness w<sup>n</sup> Nicho : Whitte signed sealed & Delivered this  
Instrument as his Act & Deede vnto John Wallis, before  
mee this first of Aprill 1671 : Fran : Neale Assotiate/

A true Coppy of these Oaths transcribed & Compared w<sup>h</sup>  
y<sup>e</sup> originall p Edw : Rishworth ReCor :

Received in part of payment of the within mentioned  
some the some of Twenty foure pounds seaven shillings six  
peece by mee Nicho : Whitte of John Wallis, as witness my  
hand this 25 : of Novemb<sup>r</sup> (1667)

Nicho : Whitte his marke



Receipts &c

Further more Received in part of this payment

at Natha<sup>n</sup> Wallesses, by the deceased Nicho : Whitte in severall Prcells & Prticulars the Just some of = 03 : 15 : 9

acknowledged by mee William Haynes/

More Received by mee Will : Haynes of Pine Poynt, in part of payment towards the Premisses here in mentioned 4 yd<sup>a</sup> of Cloath at 8<sup>s</sup> p yd/ August 20 : 72 :

P<sup>r</sup> mee William Haynes/

This 17<sup>th</sup> of July 1673 :

Alsoe according to a discharge given vnder the hand of mee the sayd Haynes, Wee the sayd Haynes, & my wife Margery haue Received the some of between foure & fiue pounds in a sayd Cow, being the last part or payment due vpon this deed witness my hand/. William Haynes/

Alsoe my wife Margery, hath acknowledged & given her Consent before those witnesses to y<sup>e</sup> treuth of this/ & his wife Rebecca Maddiver Joell Maddiver his Marke  
her marke R

Ɔ

Joell Maddiver, & Rebecca Maddiver his wife maketh oath that Mr William Haynes, did own the sayd writeing on the left side to bee his Act & Deede, & his wife Margery did acknowledg her free Consent thereto, & to y<sup>e</sup> within deed to John Wallis, in our heareing/ Taken vpon oath this 26 : of May 1675 : before mee George Munioy Assofe/

A true Coppy of these receipts aboue written, transcribed out of the originall, & there with Compared this 20<sup>th</sup> day of August 1675 : p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent Instrument shall come, Majo<sup>r</sup> William Phillips of Winter harbour, in the province of Mayne In New England sendeth greeteing in our Lord God euerlasting/ Know yee that y<sup>e</sup> sayd Major Willia<sup>m</sup> Phillips, with the free Consent of Bridget his wife, for & in Consideration of one hundred sixty & one pounds three shillings & eleven peence, in money & other current

pay in New England to him in hand before the sealing, & delivery here of, well & truly payd, & w<sup>t</sup>with hee is fully contented & satisfyd, by William Hutchinson of Boston in New England M<sup>c</sup>chant the receipt w<sup>t</sup>of the sayd William Phillips doth acknowledg by these Prsents, hath given granted bargained sould, aliened Enfeoffd & confirmed, & by these Prsents doth giue grant bargane sell, aliene, Enfeoff & confirme vnto the sayd William Hutchinson his heyres & Assignes for euer, a Tract or Prcell of Land being & lijng in Sacoe River, w<sup>t</sup> the Tyde ebbs & floweth, the breadth of it being one hundred thyrty & seaven pooles, vpon a South East, & North West lyne takeing in all the Coues vpon the Tyde River, & soe to low water marke, with all y<sup>e</sup> priuiledges of fishing & fowling, hauking & hunting, belonging & any wise appertayneing to the Pattent, & to begine at a little fall, being on the out side y<sup>r</sup>of, on the side of It/ [182] a little aboue the ould dwelling house, & soe from thence to goe down to y<sup>e</sup> River by a little brooke. w<sup>h</sup> is about twelue poole from the Rocke vnto the River, & from that Rocke to begine vpon a South West lyne, & to runne foure Miles in Length South West which is the breadth of the Pattent, & continew its breadth of one hundred thyrty & seaven pooles in all places ; the South East marked tree bounded or adjoyneing to y<sup>e</sup> Land of Zachary Gyllums & Epraim Turners, & soe runneing vpon a South West lyne the whool breadth of the Pattent continewing Its whoole breadth one hundred thyrty seaven pooles in all places/ And alsoe fiuety Acers, or the one halfe of a Marsh Commanely Called or known by the name of Crambury Marsh, & If the one halfe of the whoole Marsh arise not to fiuety Acers, then w<sup>t</sup> Number of Acers are wanted of Marsh shall bee made vp by the vpland next Adioyneing to It, to compleate the fiuety acers aforesayd : The Marsh lijng about two Miles & one halfe South or South West from Sacoe Falls, & about two Miles from Goodman Bullys dwelling house, w<sup>h</sup> is scituated neare Sacoe River,

with all woods, vnderwoods, Tymber trees, water, water Courses, Meddows, fishing fowlings huntings haukings, ways easements, passages, profetts Commoditys Jurisdiction Emoluments Comāns, priuiledges, & appurtenances w'soeuer, y'in or y'vnto belonging or in any wise app'tayneing; And all the estate right title interest vsse propriety, possession Clame & demand w'soeuer of him the sayd Major William Phillips of in or two the sayd barganed p'misses: To haue & to hould the sayd barganed Premisses with the profetts priuiledges, & appurtenances to them or either of them respectiuey belonging, vnto the sayd William Hutchinson his heyres, & Assigns, to his & there own proper vsse & behoofe henceforth & for euer; And the sayd Major William Phillips for him selfe his heyres executors & Administrators, doth Covenant, promiss & grant to & with the sayd William Hutchinson his heyres, & Assigns by these Prsents as followeth, that hee hath in him selfe full pouer & Lawfull authority, the Premisses to grant, bargane, sell & Confirme as aforesd, And the sayd William Hutchinson, his heyres & Assignes shall & may hence forth for euer lawfully quietly & peaceably haue hould possess, & Inioy the sayd barganed Premisses & euery of them, free & cleare, & Clearly exonerated, acquitted, & discharged, or otherwise from tyme to tyme, & all tymes hereafter, p the sayd Major William Phillips his heyres executors administrators sufficiently saved, & defended & kept harmeless of & from all & all manner of former & other grants gyfts barganes sayles, Morgages Wills Judgm<sup>t</sup> executions, Dowers, & Titles of Dowers, to bee Clamed by the sayd Bridget, his now wife, & of & from all other Acts, Incomberances w'soeuer, hath mayd done or suffered to bee done, by the sayd William Phillips, his heyres executors Administrators or any other Prsone, or Prsones whatsoever, from by or vnder him, them or either of them, w'by the sayd William Hutchinson his heyres or Assignes shall Or may bee hereafter lawfully Euicted out of

the possession there of, or any part or Prcell y<sup>r</sup>of/ And that y<sup>e</sup> sayd Majo<sup>r</sup> Willi: Phillips, his heyres executors Administrators, the sd barganed pmisses, & euery part & Prcell thereof, vnto the sayd William Hutchinson his heyres & assignes against them selues, & all & euery Prsone & psons w<sup>h</sup>soever lawfully Clayming, or to clame, any estate, right, Title Interest, Clayme, or demand, w<sup>h</sup>soever, of in or to the same, from by or vnd<sup>r</sup> him them, or any of them, or either of them shall & will warrant & for euer Defend by these Presents, & that y<sup>e</sup> sayd Majo<sup>r</sup> Willi: Phillips, his heyres executors, & Administrators, & each of them, vpon reasonable & lawfull demand, shall & will Prforme & doe, or cause to bee Prformd & done by any such further Act, or acts, whither by way of acknowledgm<sup>t</sup> of this Prsent deed, or release of Dower, In respect of her the sayd Bridget, or any other kind, that shall or may bee for the more full Compleat- ing, Confirmeing or sure makeing of the sd barganed Prmisses, vnto the sayd William Hutchinson his heyres & assignes for euer according to the true intent hereof, & according to the laws of this County or Province, or Juris- diction, w<sup>h</sup> the sayd barganed Premisses lyeth/ In witness w<sup>h</sup>of the sayd Majo<sup>r</sup> William Phillips, & Bridget his wife, haue herevnto sett there hands & seales, this Twenty third of Octob<sup>r</sup> Anno Dom<sup>i</sup>: one thousand six hundred seaventy three/

Signed sealed & Delivered in  
the Prsence of/

William Phillips (<sup>his</sup>  
scale)

Bridgett Phillips (<sup>her</sup>  
scale)

Samuell Wheelwright :

John Davess/

Majo<sup>r</sup> William Phillips, & Bridget his  
wife doe acknowledg this Instrum<sup>t</sup>  
aboue written to bee there free Act  
& deede, this 23<sup>th</sup> day of Octob<sup>r</sup>  
1673 : before mee

Edw : Rishworth Assofe/

BOOK II, FOL. 182.

Know all those whome this may Concerne, that former  
Morgage or Morgags Entred in this booke of  
W<sup>m</sup> Phillip's ReCords pa<sup>d</sup> 40 : 39 : or in any other booke of  
Discharge from one thousand Acers of Land as there bounded, &  
Rich<sup>d</sup> Hutchin- the Interest of one quarter part of Majo<sup>r</sup> Phillips  
son his Saw Mills, made over vnto Mr Richard  
Hutchinson, bearing date the 18<sup>th</sup> day of March 1667 : vpon  
the granting ReCording & Confirmeing, of this Instrum<sup>t</sup>  
aboue written, are hereby reversed made null, & of noe  
æffect, as Attests Edw : Rishworth ReCor

A true Coppy of this Instrument aboue written, & of the  
Attest vnderwritten y<sup>e</sup> same, transcribed out of the originall  
& there with Compared this 22<sup>th</sup> day of August (1675)

p Edw : Rishworth ReCor :

Know all men by these Presents, that Majo<sup>r</sup> William Phil-  
lips of Sacoe in the County of yorke shyre, & in the Coloney  
of the Massatusetts in New England, togeather with the free  
& full Consent of his wife Bridgett, for and in consideration  
of the full & iust some of Twelue pounds to them in hand  
payd before the Ensealing & delivery of these Prsents by  
Christopher Hobbs of the Towne aforesayd, w<sup>th</sup>of & where  
with the sayd William Phillips, & Bridget acknowledg them  
selu . . to bee fully satisfyd, contented, & payd, &  
W<sup>m</sup> Phillips y<sup>th</sup>of & of euery part & Prcell y<sup>th</sup>of, doe cleare-  
To ly acquit & discharge, the sayd Christopher  
Chris: Hobbs Hobbs, his heyres executors administrators &  
Assignes, by these Prsents, doe give grant & Confirme & by  
these Prsents hath given granted & Confirmed vnto the sayd  
Christoph<sup>r</sup> Hobbs, all that Tenement & Tract of Land where  
hee now dwelleth, with three hundred Acers of Land there  
vnto belonging, being & lijng in the Towne aforesayd,  
bounded on the North West with a brooke, Commanly

Called Davesee brooke, & on the North East with the River of Sacoe, & on the South East with the Land that was formerly Mr John Smyths, & is now In the possession of Nicho : Bully, Senjo<sup>r</sup>, & by all the breadth South West, vntill three hundred acers bee fully Compleated, & ended together, with eight acers of Meddow or y<sup>r</sup> abouts, being & lijng in the great Meddow called the Wood Meddow, To haue & to hould the aforesd Tract, & euery Prcell thereof, with thejr & euery of there appurtenances, with free lyberty of fishing & fowling, according to the Costome of this Countrey vnto the sayd Christopher Hobbs, his heyres executors, Administrators & Assignes, [183] from this Twenty seauenth day of Decemb<sup>r</sup> one thousand six hundred seauenty & three, for ever : & the sayd William Phillips, & his wife, Bridget for them selues & there heyres, executors, Administrators & Assignes, doth hereby free & acquit, & clearly release the sayd Christopher Hobbs his heyres executors Administrators & Assignes, all dues & demands, as rent dues, that either haue been or now are, or ever might or may bee chalengeable, and demandable, onely pajng in way of homage, & acknowledgment Anually vnto y<sup>e</sup> sayd William Phillips Or Bridget his wife, or there heyres executors, administrators or assignes, three Kernells of M<sup>c</sup>chantable Indean Corne vpon the ninth day of,            on demand, in each yeare, if it bee demanded, And the sayd william Phillips & Bridget his wife, doth for them selues there heyres executors, administrators, & euery of them doth further Ingage vnto the aforesd Christopher Hobbs, that neither hee his heyres, executors, administrators, or Assignes shall mete with any lett, hinderance or Molestation, in his or there quiett Inioyment, possession, or Improuem<sup>t</sup> for ever, by y<sup>e</sup> meanes or procurement, of the sayd William or Bridget his wife, or any by from or vnder them, but peaceably to Inioy the Premisses, & euery part & Parcell as aboue sayd for ever : In witness w<sup>o</sup>f, the sayd

William Phillips & Bridget his wife, haue set two there  
hands & seales/ William Phillips (<sup>his</sup> <sub>scale</sub>)

It is to bee vnderstood, that w<sup>t</sup> Bridget Phillips (<sup>her</sup> <sub>scale</sub>)  
Marsh lyeth between the River,  
aboue expressed, & the vpland  
called Mr Davess his plantation,  
is not Included in this sayle, but  
doth remajne, in the hand of Majo<sup>r</sup>  
William Phillips at his dispose/

Signed sealed & Deliverd,

In y<sup>e</sup> Prsence of us/

Annah Trustrum/

Mary Pendleton/

*L*

Majo<sup>r</sup> William Phillips, & Bridget  
Phillips his wife appeared before  
mee, the day last aboue expressed,  
& did acknowledg this Instru-  
ment to bee y<sup>r</sup> free Act & deede  
before mee/

Bryan Pendleton Assofe/

A true Coppy of this Instrument transcribed out of the  
originall & there with Compared, this 24 : of August 1675 :  
p Edw : Rishworth ReCor :



This Indenture made this fifth of Octob<sup>r</sup> 1674 : between  
Nathall Mitton of Falmouth on the one Party, & Richd  
Powlsland now resident in Falmouth, aforesd, of the other  
Party, Witnesseth that y<sup>e</sup> sayd Nathll : Mitton, with the  
Consent of his Mother & frejnds doth by these Prsents,  
Assign sell & make ouer vnto the sayd Richard Powlsland,  
fiuety Acers of vpland & Marsh, that was form-  
erly given & granted vnto the sayd Natha<sup>l</sup> Mit-  
ton by Mr Geo : Cleaus deceased as by a deed  
more fully appeareth, beareing 20<sup>th</sup> of May 1658 : lijng being

Nat. Mitton  
To  
Ric<sup>d</sup> Powlsland

on the River towards Capiscicke, to begine at y<sup>e</sup> narrow of y<sup>e</sup> Necke, & at y<sup>e</sup> Eastward side of y<sup>e</sup> little round Marsh, & neare a little Gut y<sup>e</sup> runneth towards the long Marsh, & from thence vp the River to y<sup>e</sup> next South Westwardly or y<sup>e</sup> abouts, & to runne from the Gut North wardly, into the woods home to y<sup>e</sup> side of the long Marsh, vntill fluety Acers bee ended, but not to haue any of the long marsh, in consideration of w<sup>ch</sup> the sayd Nathall Mitton, doth by these Presents Acknowledg to haue received of the sayd Powlsland tenn pounds in money, & fish to . o . . . . for w<sup>ch</sup> the sayd Richard is to haue & to hould, all the sayd Land & Medd . . with all the Tymber, & woods, & all other Immunitys there vnto belonging, vnto him the sayd Richard Powlsland, his heyres executors administrators & Assigns for eue . of & from the sayd Nathall Mitton, his heyres executors Administrators, freely shall warrant & Defend the same, & to make any further deede or deeds of sayle according to Law, for the Confirmation of the Premisses, w<sup>ch</sup> the sayd Richd Pousland & his Counsell shall Advise, & for the Prformance hereof, I haue herevnto sett my hand & seale, the day & yeare aboue written/ Nathall Mitton (<sup>his</sup>seale)

Signed sealed & Delivered/	Nathaniell Mitton acknowl-
in the Prsence of us/	edged this aboue Instrument
George Munioy/	to bee his Act & Deede vnto
Anthony Brackett/	Richd Pousland, & Mis
	Elizabeth Harvy, & Anthony
	Brackett, & Tho: Brackett
	Consented y <sup>e</sup> vnto, this 5th
	of Octob <sup>r</sup> 1674: before mee
	Geor . . Munioy Assotiate/

This 23<sup>th</sup> day of Novemb<sup>r</sup> 1674: possession given to Richd Powlsland, by mee Nathall Mitton, according to the true meaneing of y<sup>e</sup> deede by Turffe & Twigg both of Land & Marsh, & the money pay to content where vnto I haue set my hand/ Nathaniell Mitton/

Taddeous Clarke	Ralph Turner
his marke/ 	his marke 

BOOK II, Fol. 183.

A true Coppy of this Instrument, transcribed out of the  
originall, & y<sup>t</sup>with Compared this first day of Septemb<sup>r</sup> 1675 :  
p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent writeing shall  
come/ I Dorothy Martine la . . widdow of Richd Martine of  
Cascoe alias Falmouth, send Greeteing in our Lord god Ever-  
lasting/ Know yee that I Dorothy Martyne as well for y<sup>e</sup>  
naturall loue & affectio . which I haue & doe beare vnto my  
well beloved sun in Law Robert Corbine of the same Town  
of Cascoe alias Falmouth, who married my  
Dor<sup>thy</sup> Martyn daughter Lydea, as likewise for other Causes &  
To Considerations hereafter & herein mentioned,  
Rob<sup>t</sup> Corbine haue given granted, & by these Prsents doe  
absolutely give grant & confirme vnto the sayd Robert Cor-  
bine all & singular my goods chattles Leases Debts, ready  
money plate houseould stuff, apparell vtilesens brass pewter  
bedding & all other my s . . stance whatsoever moveable &  
Immouable, quicke & Dead, of what kind nature quality or  
Condition soeuer the same are or may bee, & In what place  
or places soeuer the same bee or shall or may bee found, as  
well in mine owne Costody or possession, as in the posses-  
sion hands pouer & Custody of any other Prson or Prsons  
whatsoever/ To haue & to hould all & singular the sayd  
goods, Chattles leases debt . & all other the aforesayd  
Premisses, vnto the sayd Robert Corben his heyres execu-  
tors Administrators & Assignes, to his & there proper vses,  
& behoofe for ever: Which thing is done by mee to him  
besid<sup>e</sup> the Consideration before mentio . . . vidz<sup>t</sup> the naturall  
affectio which I haue and doe beare vnto him, for these  
Considerations following; first that according to a bond  
given vnto mee by him beareing the day of the date of these  
Prsents, first that hee or his heyres shall and wi . . satisfy  
& pay all such debts & Legagys as my deceased husband in  
his Last will o . dered to bee payd/

Secundly that hee his heyres or executors shall & will provide for mee now in my ould age, all things necessary meete & convenjent for a woman of my age b . . . in sickness and in health, Dureing my naturall life, as meate drinke Cloathin . apparell Lodging, tendance, & other necessarys meete & convenjent for a [184] woman of my age, & further know yee y<sup>t</sup> I the sayd Dorothy Martyne, haue put the sayd Robert Corbine in quiet & peaceable possession of all & singular the aforesayd Premisses, by the delivery vnto him at the Insealeing hereof of one Coyned peece of silver called a shilling, & In witness of the treuth hereof, & of all the aboue mentioned Premisses, I Dorothy Martyne haue here vnto set my hand & Seale, this Tenth of Decemb<sup>r</sup> 1673 :

Signed sealed & Delivered/ Dorothy Martyne (<sup>her</sup> <sub>scale</sub>)

& a shilling given, in possession  
of the whoole, in y<sup>e</sup> psence of  
us/ Fran : Neale/

her Marke



Jinkine Williams his

Marke/ 

Mr Fran : Neale & Jinkine Williams maketh oath that they saw Dorothy Martyne, signe seale & Deliver the aboue Instrum<sup>t</sup> vnto Robert Corbine as her Act & Deede this 12th of July 1675/ before mee

George Munioy Assotiate/

A true Coppy of this Instrument transcribed out of the originall, & there with Compared this 2d day of Septemb<sup>r</sup> 1675/ p Edw : Rishworth ReCor :

Know all men by these presents, that I william Palmer of the Town of the Town of Kittery in the County of yorke planter, for & in Consideration of a valewable some already in hand received, of Christopher Addams of the same Towne aforesd, Mariner haue barganed covenanted & sould, & doe

by these Prsents covenant bargane & sell to the sayd Christopher Addams, all that Tract & Prcell of Land  
W<sup>m</sup> Palmer laijng on the North side of the River of Pischat-  
To aqua, in the Town of Kittery aforesd, known by  
Chris: Addams y<sup>e</sup> name of Palmers poynt, vpon w<sup>h</sup> Land I the  
sayd William Palmer do now dwell, being by estimation  
fourty Acers, bee the same more or lesse, being bounded on  
the South with the Mayne River, on the East with the Land  
of William Ki . . on the North with the Land of Edw :  
Clarke, & on the west & North West, with the broad Coue,  
& the Land of Peter Glanfeild ; The East lyne thereof takes  
its begining in the broad Coue Joyneing to Edward Clarkes  
Land, at a great pine tree, & runnes East sixty rodds, &  
from the head of the sayd East lyne South East about forty  
rodds more or less, & all the rest of my sayd Land within  
the out bounds bee the same fourty acers more or lesse/

To haue & to hould to him the sayd Christopher Addams  
his heyres executors Administrators and Assign . all the  
sayd Land soe butted & bounded, togeather with all & singu-  
lar the priuiledges, and appurtenances there vnto belonging,  
or in any ways app'tayning for euer/ & I the sayd William  
Palmer, my heyres executors & Administrators shall & will  
by these Prsents warrant the sayd Land, soe butted and  
bounded as aforesd, vnto the sayd Christopher Addams his  
heyres, executors Administrators & Assignes, from any  
Prsone or Prsons whatsoever, from by or vnder mee that  
shall lay any Clame thereto/ In witnesse whereof, I haue  
herevnto sett my hand & seale, this first day of March :  
1674 :

William Palmer (<sup>his</sup> seal)

Signed sealed &

Delivered in the Prsence of us/

Richd Martyne/

March p<sup>ro</sup> : 1674

John Cutt/

Then came before mee William Palmer

. . . & acknowledged the aboue Instru-  
ment to bee . . . & Deede/

Portsmouth/ Richd Cutt Commissio<sup>r</sup>/

These witness y<sup>t</sup> William Palmer, hath given possession of the house & . . . . before us whose names are vnder written/

The marke of 

Willia<sup>n</sup> King/ John Hodg/  
John Dyament/

A true Coppy of this Instrument aboue written transcribed out of . . . originall, & y<sup>r</sup>with Compared this 11<sup>th</sup> day of Septemb<sup>r</sup> 1675 :  
p Edw : Rishworth ReCor :

Kittery ffebru : 4 : 1674 :

Know all men by these Prsents that I Thomas Withers of Kittery in the Cou . . . . yorke, haue given & granted after my decease & my wives, & doe freely give & . . . . & by these Prsents doe give vnto Elizabeth Withers, a Tract of Land at Spru . . . . . at Eagle poynt, bounded on the East with the mayne Cricke it selfe, & on the North with John Ball his lott, & alsoe there is aboue that a little Preell of Marsh & vpland ioynning to John Balls Land, soe into the woods West South West, to my home lot to a bur . . tree, marked on the foure sid<sup>s</sup> w<sup>ch</sup> in all may Contayne eighteen or nineteen Ace . . . . there abouts being more or lesse, & from the burch tree to y<sup>e</sup> Southermost extent of Eagle Poynt Lott/ To haue & to hould all the sayd Premisses, to the onely vss & behoo . . of her the sayd Elizabeth Withers, & her heyres for ever/

Tho: Withers  
To  
Eliza —

And furthermore alsoe I doe by these Prsents giue vnto the aforesd Elizabeth Withers af . . . my decease & my wives, & her sister Mary Withers decease, the one halfe of my hous . . . . . that is on the North side of my Land, Next vnto Robert Mendums, beginning at a burc . . . . . marked on the foure sid<sup>s</sup>, & soe South West to y<sup>e</sup> Mayne

River, & then y<sup>e</sup> breadth . . . Measured ouer, from the  
aforesayd burch tree marked on the foure sid<sup>e</sup> as fare as . . .  
. . . tent of my breadth goeth that way to haue the one halfe  
of it, after y<sup>e</sup> decease . . . . . sayd Prsones, Tho : Withers,  
his wife & Mary Withers, To haue & to hould all &  
. . . . . aforesd Premisses, to the onely vss & behoofe  
of the sayd Elizabeth Withers . . . . . ecutors or assignes  
for euer more, from the sayd withers his heyres or Assigne .  
. . . . by or vnder mee, with all manner of priuiledges w<sup>th</sup>so-  
euer y<sup>r</sup>vnto belongeth, with . . . . . Tymber vnd<sup>r</sup> woods  
fejlts, Meddows, Pasturs Oarchards Gardens houses rents  
wh . . . . . fowling with all manner of benefitts, that may  
arise from h . . . . . thers his heyres or Assignes, for  
euer more, or from by or vnde<sup>r</sup> him de . . . . . grant made by  
mee after the selling & delivering hereof, w<sup>th</sup>soeuer, warra . .  
. . . sayd Premisses, from all manner of Prsons w<sup>th</sup>soeuer/ as  
witness my hand . . . . . & yeare aboue written/  
Witness/ Tho : Withers

John Toule/ Great ysland 30 : July : 75/

Mr Thomas Withers acknowledged this Instrument to bee  
. . . . . & deede, before mee Elyas Stylemā : Commissio<sup>r</sup>/

A true Coppy of this Instrument transcribed out of the  
Originall & y<sup>r</sup>wi . . . . . this 14 : day of Septemb<sup>r</sup>  
1675 : p Edw : Rishworth ReCor :

[185] . furthermore doe by these Prsents fr . . ly giue  
vnto the aforesd Elizabeth withers, a debt that is due vnto  
mee from the Town of Kittery of Twenty two poun . . or  
there abouts, w<sup>ch</sup> I payd for the Meeting house, & the Land,  
& doe furthermore Ingage my selfe to vsse all the Lawfull  
meanes that I Can for y<sup>e</sup> gitting of it for y<sup>e</sup> sayd Elizabeth  
Withers/ as witness my hand & seale this 4th of ffebru : 1674 :  
Witness/ Tho : Withers (<sup>his</sup> seale)

John Toule/ 30 : July, 75 : Mr Tho : Withers Came &  
owned the aboue signed & sealed to  
bee his Act & Deede/ before mee  
Elyas Stylemā : Commissio<sup>r</sup>

A true Coppy of this writeing aboue written, transcribed,  
& Compared w<sup>h</sup> y<sup>e</sup> Originall this 14th, 7th, 75 :

p Edw : Rishworth ReCor :

To all people to whome this writeing may Come, I Humfrey Case, sometyme of Sacoe in the County of Yorke, & In the Jurisdiction of the Massatusetts, doe send Greeteing/

Know yee that I the sayd Humfrey Case, as Well for & In Consideration of the Paternall æfection & loue, w<sup>h</sup> I haue & doe beare vnto my daughter in Law Izabella Bawlden, as alsoe for diverse other good Causes & Considerations mee at y<sup>e</sup> Prsent Especially moueing, haue given & granted, & by these Prsents, doe giue & grant & Confirme vnto the sayd Izabella Bawlden, all my Tract of Land

Hump: Case  
To his  
... Baulden

given & granted to mee, by the Inhabitants of the Town aforesayd (as by thejr grant in there Town booke will appeare, bear . . . date September<sup>br</sup> fourth, One thousand six hundred seaventy one) The w<sup>h</sup> Land being & . . . ng between the Lotts of John Boaden & John Henderson, being vpon Sacoe River & soe vp into the woods South West, till fuety Acers bee fullfilled, with all the app . . tenances as by the sayd Town Grant, will more fully appeare ; To haue & to hould the sayd Tract of Land, with all app<sup>t</sup>ayneing there vnto, vnto the sayd Izabella Bawldin, her heyres, executors, Administrators, & Assignes, to her & thejre own proper vsse & behoofe forever, quietly & freely, without any matter of Challenge, Clayme or demand, of mee the sayd Humfrey Case, or of any other Prson, or Prsons w<sup>h</sup>soever for mee, in my name & by my cause meanes or procurement, & without any money or other thing therefore to bee yejlded payd or done to mee the sayd Humfrey Case my heyres executors Administrators or Assigns, & I the sayd Humfrey Case, the afore . . Tract to y<sup>e</sup> sayd Izabella Bawldin her heyres executors Administra-

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tors & Assigns to the vse aforesayd, in tymes of peace, &  
When Law & Justice doth & beare sway, aganst all people  
to warrant, as fare as the Town grant aboue sayd will beare  
mee out/ In witness w'of I haue set two my hand & seale  
this Twenty fifth of Novemb<sup>r</sup> 1675: Humfrey Case (<sup>his</sup> seale)

. . . . ed sealed & delivered/

. . the Prsence of/ This Instrumēt Owned & acknowl-  
. . . . h Fletcher/ edged by Humfrey Case, to bee  
. . . hard Rundell/ his free Act & Deede, this 25<sup>th</sup> of  
Novemb<sup>r</sup> 1675/ before mee

Bryan Pendleton Assofe/



. . . ue Coppy of this Instrument transcribed out of the  
Originall, & y<sup>r</sup>with Compa . . . this 20th day of Decemb<sup>r</sup>  
1675/ p Edw: Rishworth ReCor:

. . . . . hristean people, to whome these Prsents shall  
come/ John Crafford of Kittery in the . . . . . of yorke  
shyre, now in the Massachusetts Jurisdiction in New England,  
& Elizabeth his . . . . sendeth Greeteing/ Now know yee,  
that I the aboue mentioned John Craford, & Elizabeth . . ife  
for diverse good causes & Considerations, us here vnto  
moueing, more espetially for . . Consideration of Tenn  
thousand foote of M<sup>c</sup>chantable pine boards in hand receiued  
before . . . . . neing & sealing here of, of Nicho: Frost of  
Kittery, & in the County & Colony aforesayd, where with  
Wee doe acknowledg our selues, fully satisfyd Contented &  
payd, & thereof & of euery Part & Prcell thereof, doe  
acquitt & for euer discharge the sayd Nicho: Frost his  
heyres & Assigns, by these Prsents: Haue absolutely given  
granted barganed, sould Alinend Infeoffed & Confirmed, &  
by these Prsents doe absolutely giue grant bargane sell  
aliene & & Confirme vnto the aboue named Nicholas Frost,  
a peece or Prcell of Land being by measure sixty Acers,  
with all the wood & Tymber that is either standing or lijng

vpon the aforesd Land, & all the appurtenances & priu-  
 ledges there to belonging, or in any way app'tayneing, of  
 what nature & kind soeuer, the sayd Land being bounded as  
 followeth vidz<sup>t</sup> with the Land of John Craford  
 on the North West end of it, being one hundred  
 & sixteen pooles in length, & with the Land of  
 Richd Abbot & Mosés Spencer, on the South  
 East end of it, & on the South West & North East sides of  
 it with the Comans, being seaventy & six pools in breadth  
 To haue & to hould the aboue mentioned peece or Prcell of  
 Land, with all the Wood Tymber & all the appurtenances,  
 & priuiledges thereto belonging, or in any way app'tayneing,  
 to him the sayd Nicho: Frost, his heyres & Assignes for  
 ever, & to the onely proper vss benefit & behoofe for euer,  
 & the sayd John Craford & Elizabeth his wife, haue in them  
 selues good right full pouer, & lawfull authority, the aboue  
 given granted Premisses, to sell & dispose of, & that the  
 same, & euery part & Parcell there of are free & cleare, &  
 are freely & clearly acquitted exonerated & discharged of &  
 from all manner of former gyfts grants Leases Morgages  
 Wills Intayles, Judgm<sup>t</sup> executions pouer of thirds, & all  
 other Incomberances of what nature & kind soeuer, had  
 made done acknowledged or Committed, or suffered to be  
 done or Committed, w<sup>r</sup>by the sayd Frost his heyres or  
 assigns shall or may any ways bee molested in evicted in or  
 ejected out of the aboue barganed Premises, or any part or  
 Prcell thereof, by any Prsone or Prsons whatsoever, haueing  
 Clameing or Prtending to haue or Clame any Legall right  
 title or Interest, Clame or demand of in or two the aboue  
 granted Premisses, & the sayd John Craford & Elizabeth his  
 wife doth for them selues their heyres executors & Adminis-  
 trators & assigns Couenant & promiss, & grant to & with  
 the sayd Nicholas Frost his heyres & Assigns the aboue  
 given & granted peece & Prcell of Land, with all the priui-  
 ledges & appurtenances there vnto belonging or any ways  
 appertayneing, to warrant & for ever defend by these

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Prsents: In witness where of the sayd John Crafford, & Elizabeth his wife, haue here vnto sett thejr hands & seals, this Twenty third day of March, In the yeare of our Lord, One thousand six hundred seaventy & foure, seaventy & fiue, & In the Twenty seaventh yeare of the Reigne of our Sovereigne Lord Charles the second, of England, Scotland, France & Ireland King, Defend<sup>r</sup> of the Faith/

Signed sealed & Delivered,	John Crafford	(his seale)
In the Prsence of us/	Elizabeth Crafford	(her seale)
George Broughton/	her marke	
Richd Abite his marke 	After writeing, the excep- tion vnderwritten/	

And further It is agreed by the Partys aboue mentioned y<sup>t</sup> In case the sixty acers of Land fall with in Mr Leaders grant, of Tymber y<sup>t</sup> is to say pine Tymber, then y<sup>e</sup> sd Nicho: Frost doth Couen<sup>t</sup> & promiss, for him selfe & assignes y<sup>t</sup> hee or they shall neuer molest or Trouble the sayd Craford, his heyres executors or Administrators, for or about the sayd pine Tymber, vpon the Land abouesd/

The aboue written Deed of sayle was acknowledged by the within named John Craford & Elizabeth his wife, to bee y<sup>r</sup> Act & Deed with there hands & seals to it, this 20<sup>th</sup> day of Aprill 1675/ before mee John Wincoll Assofe/


A True Coppy of this Deed or Instrument, transcribed out of the originall, & there with Compared this      day of January 1675/  
p Edw: Rishworth ReCor:

[186] To all Christean people, to whom these Prsents shall Come/ Abra: Conley of Kittery, In the County of Yorke shyre, Now In the Massatusetts Jurisdiction In New England sends Greeteing/ Now Know yee that I aboue mentioned Abra: Conley, for diverse good causes & Consid- erations, mee there vnto moueing more espetially, for & in

consideration of sixty pounds in hand received, before the  
 signeing & Sealing hereof, of Nicholas Frost of Kittery, &  
 In the County & Colony aforesayd, w<sup>th</sup> I acknowlegd my  
 selfe fully satisfyd Contented & payd, & here of & of euery  
 part & Prcell there of doe acquitt & for ever discharge the  
 sayd Nicholas Frost, his heyres & Assignes by these Prsents,  
 Haue absolutely given granted barganed sould aljnend En-  
 feoffed & Confirmed, & by these Prsents doe absolutely give  
 grant bargan sell aliene Enfeoffe & Confirme, vnto the aboue  
 named Nicho : Frost a peece or Prcell of Land, Contayning  
 one hundred Acers, with all the wood & Tymber  
 that is either standing or lijng vpon the afore-  
 sayd Land, & all the appurtenances & priuiledges  
 there to belonging, or in any wise appertayning,  
 of what kind or nature soeuer, the sayd Land being bounded  
 as followeth Vidz<sup>t</sup> with the Land of John Heard on y<sup>e</sup> Eas-  
 terne side, & soe to runne backe vpon a Northely poynt  
 the whool length of the sayd Conlys Land, & to runn vpon  
 a West Poynt from the sayd Heard<sup>s</sup> Land, till an hundrd  
 Acers bee Compleated, with six acers of Land at the Ceaders  
 which was granted to y<sup>e</sup> sayd Conley by y<sup>e</sup> Town of Kittery :  
 To haue and to hould, the aboue mentioned peece or Prcell  
 of Land with all the wood Tymber, & all the appurtenances,  
 & priuiledges there to belonging, or any way app<sup>t</sup>ayneing,  
 to the sd Nicho : ffrost, his heyres & Assignes for euer, &  
 to his onely proper vsse benefit & behoofe for ever : & the  
 sayd Abra : Conley for him selfe his heyres & Assignes,  
 doth Covenant promiss & grant to & with the sayd Nicho :  
 Frost his heys & Assignes that y<sup>e</sup> sd Abra : Conley, hath  
 in him selfe good right full pouer & Lawfull authority, to  
 the aboue giuen & granted Premisses, to sell & dispose of ;  
 & the same & every part, & Prcell there of are free & Cleare  
 & freely & clerely acquitted exonerated, & discharged from  
 all, & all manner of former Gyfts, grants, leases Morgages  
 Wills Intayles Judgm<sup>ts</sup> executions, pouer of thirds, & all  
 other Incumberances of what kind soeuer, had made done,

Ab Conley  
 To  
 Nich<sup>s</sup> Frost

acknowledged committed, or suffered to bee done or committed w<sup>th</sup>by the sayd Frost, his heyres or Assignes shall or may bee any ways molested in euicted or ejected out of the aboue granted p<sup>r</sup>misses, or any part or P<sup>r</sup>cell there of, by any Prson or Prsons w<sup>th</sup>soeuer, haueing Clameing or P<sup>r</sup>tending to haue, or Clameing any Legall right title, Interest Clame or demand, of in or to the aboue granted Premises, & the sd Abra : Conley doth for him selfe his heyres, executors, Aministrators & Assignes, Couenant promise & grant to & with the sd Nicho : ffrost his heyres & Assignes the aboue given & granted peece or P<sup>r</sup>cell of Land Scituate & being at Sturgeon Cricke, & next Adioyneing vnto John Heard aforesd, with all y<sup>e</sup> priuiledges & appurtenances, there to belonging or in any ways app<sup>r</sup>tayneing, to warrant & euer defend by these P<sup>r</sup>sents/ In witness w<sup>th</sup>of the sd Abra : Conley hath here vnto set his hand & seale this eight day of Decemb<sup>r</sup> In y<sup>e</sup> yeare of our Lord, Anno Dom<sup>i</sup>: one thousand six hundred seaventy & fve, & In y<sup>e</sup> seaven & tweñth yeare of the Reign of our Lord, Charles the second, by the grace of god, of England, Scotland, France, & Ireland, King, Defend<sup>r</sup> of y<sup>e</sup> faith/

The signe of  (his  
seale)

Signed Sealed & Delivered, in y<sup>e</sup> p<sup>r</sup>sence/ Abra : Conley/  
of us/ William Spencer/ Abra : Conly acknowledged the  
Jos : Hammond/ aboue Instrument to bee his  
Act & Deede before mee

Richd Martyne Cōssior

A True Coppy of this Deed, transcribed out of the original, & y<sup>r</sup> with Compared this 5th : day of Janvary 1675/  
p Edw : Rishworth ReCor :

Memorandum, the eight day of Octob<sup>r</sup> One thousand six hundred seaventy & fve, I Robert Thornton of Tanton,

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with in the Jurisdiction of New Plymouth Car-  
Robt Thornton penter doe assign over, vnto Josiah Willes of  
To Boston In New England Mariner all right & title  
Josiah Willes to, Interest in the with in mentioned Ysland  
Called Chepeag, or Merrys Ysland, w<sup>ch</sup> I or any other  
Prsone or Prsons whomsoeuer may or can haue, by vertue  
of the with written Deede, in right of Mary my wife, Wid-  
dow of the within named Walter Merry/ as witness my  
hand & Seale the day & yeare aboue written/

In the Prsence of vs/

Robert Thornton (<sup>his</sup>Seale)

Francis Davenport/

George Munioy/

A true Coppy of this Assignment  
aboue written transcribed out  
of the originall & there with  
Compared this 28<sup>th</sup> day of  
Janv: 1675: p Edw: Rish-  
worth ReCor:

Robert Thornton hath acknowledged this Assignment  
the 12<sup>th</sup> day of the eight Moenth 1675/ before mee

Tho: Clarke Assistant/

I Mary Thornton wife to the aboue mentioned Robert  
Thornton do hereby acknowledg the abouesayd Assignment  
of the within mentioned Ysland made by my sayd husband  
to the sayd Josiah Willes & his heyres for euer, hereby  
quitting & relinquishing all & all manner of right, Title  
Clame or Interest, therein or there vnto for my selfe, my  
heyr's executors Administrators or Assignes for euer witness  
my hand & seale this Twenty ninth day of Octob<sup>r</sup> 1675/

In the Prsence of

The marke & seale (<sup>her</sup>seale)

Francis Davenport/

William Lowfellow/

 of Mary Thornton/

Mary Thornton hath acknowl-  
edged this to bee her Act &  
Deede, the 3<sup>d</sup> of Novemb<sup>r</sup>  
1675/ before mee

Tho: Clarke Assistant

Book II, Fol. 186.

A true Coppy of this Assignemen<sup>t</sup> transcribed out of the  
Originall, & there with Cōpared this 28<sup>th</sup> day of Janvary  
(1675) p Edw : Rishworth ReCor :

W<sup>r</sup>as there is a Record stands in this booke pa : 38 : of  
an obligation of a Certen Tract of Marsh made ouer vnto  
Geo : Walton for the security of a debt owing by Cap<sup>t</sup> Fran :  
Champernoown vnto y<sup>e</sup> sd Walton to y<sup>e</sup> valew of Twenty  
six pounds, as appeareth by the sayd ReCord bearing date  
August 1661 : And for as much as It doth alsoe appeare that  
Geo : Walton vnder his own hand before two witnesses Mr  
Na<sup>t</sup>ill Fryer & Allexand<sup>r</sup> Walden, hath fully  
Fr: Chāpernown acquitted & discharged Cap<sup>t</sup> Fran : Champerown  
Disc: from  
Geo: Walton from the aforesd Debt of Twenty six pounds vpon  
full satisfaction receiued for w<sup>h</sup> y<sup>e</sup> Marsh was  
Ingagd, vpon w<sup>h</sup> Considerations, these are to delayre the  
sayd obligation to bee voyd & of none æffect/ & that y<sup>e</sup>  
Marsh remajnes free vnto y<sup>e</sup> vss of Cap<sup>t</sup> Champnown or his  
Assigns/ Edw : Rishworth ReCor :

Know all men by these Prsents that I John Barrett of  
Wells, In the County of Yorke & in the Jurisdiction of the  
Massatusetts, in Consideration of a Considerable valew &  
sume to mee in hand payd by Joseph Cross of the Town  
aforesayd, before the Ensealing & Delivery of  
Jn<sup>e</sup> Barrett these Prsents, w<sup>r</sup>of I doe acknowledg my selfe  
To  
Jos: Cross to bee fully satisfyd Contented & payd, &  
thereof & every part & Prcell thereof, do hereby  
clearly & absolutely acquitt, exonerate & discharge the sayd  
Joseph Cross, him his heyres executors administrators, &  
every of them for euer, by these Prsents ; I the sayd John

Barret aforesayd, haue demised granted barganed & sould  
 & by these Prsents do demise grant bargane & sell, vnto the  
 aforesayd Joseph Cross two Acers of Marsh being & lijng at  
 the Necke of Land (Commanly soe Called) w<sup>ch</sup> is in Wells,  
 at or vpon the farme of Mr Samll Whelewright in Wells  
 aforesd, the which two Acers of Marsh is mowable, & as  
 good as any I haue or Inioy, at y<sup>e</sup> aforesayd Necke; At the  
 North Easter End bounded with Webhannet River, & on y<sup>e</sup>  
 South Wester side abbutting vpon the Marsh of Fran:  
 Littlefeild Juor, & on the [187] North Wester side, with  
 the Marsh of Mr Joseph Booles: To haue & to hould the  
 sayd Prcell of Marsh, with all the benefitts profetts thereof  
 ariseing, & the priuiledges & appurtenances there vnto app-  
 tayneing, before by these Prsents barganed, sould or  
 Intended to bee hereby given granted, barganed & sould to  
 the sayd Joseph Cross, him his heyres executors, & Admin-  
 istrators, from the Ensealing & delivery of these Prsents, for  
 ever peaceably & quietly to Inioy, without any let or Moles-  
 tation from mee the sayd John Barret, or any by from or  
 vnder mee; Moreouer I the sayd John Barret, the sayd  
 Prcell of Marsh to the sayd Joseph Cross, his heyres execu-  
 tors & administrators, against all people do warrant &  
 Ingage to Defend for ever by these Prsents. To the true &  
 full Prformance of all w<sup>ch</sup> Premisses, I do here vnto bind  
 my selfe, my heyres, executors, & Administrators, by setting  
 two my hand & seale firmly by these Prsents, this 7th day  
 of Febru: 75/

Fran: Backehouse

Geo: ffarrow/

John Barret/

Elizabeth Barret/

her marke +

John Barret appeared before mee this

7th day of Febru: 75/ & acknowl-

edged this Instrument to bee his

Act & Deed vnto Joseph Cross/

Edw: Rishworth Assote/

BOOK II, FOL. 187.

A true Coppy of this Instrument aboue written transcribed, & Compared with the originall this 11<sup>th</sup> day of Febr: 1675 :  
p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Benjamin Johnson of yorke, do for & in consideration of thyrtty six pounds Sterling, In silver & goods at money price, already received,  
as alsoe some Iron worke, for a Ketch & more  
Benj<sup>a</sup> Johnson that I am to haue, of Fran : Hooke of Pischataq,  
To Fran: as alsoe more provisions & goods as I shall haue  
Hooke Occasion for the cariing an end of my Prsent  
Employment, at my saw Mill at Cape Nuttacke, for & In  
Consideration of all Which, I doe by these Prsents make  
ouer, & Morgage vnto the sayd Hooke for his security, my  
now dwelling house at yorke, scituate & lijng on the Western  
side of a Cricke w<sup>h</sup> runneth between the meeteing house &  
the aboue sayd house togeathr with the Twenty Acers of  
Land app<sup>t</sup>ayneing & belonging vnto it, w<sup>h</sup> I formerly of  
my father & Hene : Symson did purchase, togeather with all  
the priuiledges, y<sup>t</sup>o belonging; To haue & to hould for  
ever, the abouesayd house & Land, as the sayd Hookes  
proper right, with out any lett by mee my heysr executors  
or to him y<sup>e</sup> sd Hooke his hyeres executors administrators,  
or assigns for ever, as is aboue expressed, always provided  
that I the sayd Johnson should dy or proue defectiue in not  
pajng the abouesd Hooke, the aboue summes of money, y<sup>e</sup>  
is already due, & shall bee due vnto him from tyme to tyme,  
& that in silver, or goods æquivalent vnto silver, & this to  
bee payd at or before the last day of August next Insewing  
the date here of, then this obligation or Morgage to bee of  
none æffect at all, otherwise to stand in full pouer force &

vertue as witness my hand & seale this fifth day of Febru :

Anno : Dom̃ : one thousand six hundred seaventy five/

Signed sealed & Deliveřd In y<sup>e</sup> Benjamin Johnson (<sup>his</sup>seale)

Prsence of us Isaac Foster/

The marke of **P** Patience Jefferys/

Mr Isaac Foster & Patience Jeffery doe Attest vpon y<sup>r</sup> oaths  
y<sup>t</sup> this Instrum<sup>t</sup> aboue written  
is y<sup>e</sup> Act & Deed of Benjã :  
Johnson, taken vpon oath  
before mee this 11<sup>th</sup> of Aprill  
1676 : Edw : Rishworth

Assofe


A true Coppy of this Instrum<sup>t</sup> aboue written transcribed  
out of the originall, & there with Compared this 21th day of  
Aprill : 1676 :  
p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent Instrument  
shall come, Renald Jinkines of Kittery in the County of  
Yorke In New England yeamon, sendeth Greeteing, In our  
Lord God euerlasting : Know yee that I the sayd Renald  
Jinkines, for the naturall loue, good will & affection, w<sup>ch</sup> I  
haue & beare to my well beloued daughter Phylodelphia  
Hayes of Kittery aforesd, Widdow, haue given granted  
Infeoffed aliened & Confirmed and by these Prsents doe give  
grant Infeoff & Confirme vnto the aforenamed Phylodel-  
phia Hayes, her heyres & Assignes for euer, one dwelling  
house which was lately in the tenour houlding & occupation  
of Edw : Hayes, late whilst he lived of Kittery, in the  
County aforesd deceased, husband to the aforesayd philo-  
delphia, togeather alsoe with Thyrtty two foote of Land, to  
the Northward of the sayd house, & from thence a Twart  
the poynt or necke of Land East & West to the water side,  
being by Estimation one Acer or y<sup>r</sup>abouts, bee It more or

Reynold  
Junkins  
To his  
Daughter  
Hayes

less, adioyneing vnto the aforesayd Dwelling house, & likewise three Acers & halfe of vpland & swampe, being tenn Rodds in breadth, about two acers before you come to a bridg in the ould way, from Could harbour to Sturgeon Cricke, & from thence East the same breadth ouer the bridg along by marked trees, till the aforesayd three Acers & halfe bee Compleated & made vp; part of w<sup>ch</sup> Land hath already been Improved, & was in the occupation of Edw: Hayes aforesayd deceased/ And alsoe a Certen Prcell of sault Marsh lijng & scituate in Sturgeon Cricke in Kittery aforesayd, adioyneing on the North & West to Thomas Broughtons grant of vpland, & on the South bounded with the Mayne Cricke, & on the East with a little Runne of water, runneing out of a swampe, togeather with the flatts adioyneing there vnto, & in y<sup>e</sup> sayd Cricke neare vnto a poynt of vpland where Stephen Greenu<sup>t</sup> had formerly a wigwame, being to by Estimation about halfe an Acer or there abouts, all lijng & scituate in Kittery aforesayd, togeather alsoe with all singular the profetts, Commoditys Aduantages, hæritam<sup>ts</sup> priuiledges, woods vnderwoods Tymber benefitts & appurtenances w<sup>soeuer</sup>, there vnto belonging or any wise app<sup>t</sup>ayneing, or had vsed demised occupied, & Inioyed as part Prcell or Member thereof, or as therevnto, or to any part or Prcell thereof, belonging or any wise app<sup>t</sup>ayneing, to haue & to hould the sayd dwelling house with the Land Adioyneing y<sup>vnto</sup>, with the three Acers & a halfe of vpland & swampe as aforesayd, & alsoe the Marsh before mentioned, with all & singular the profetts Co<sup>m</sup>odtys aduantages, hæritaments priuiledges woods vnderwoods Tymber benefitts & appurtenances, there vnto belonging & app<sup>t</sup>ayneing, vnto the sayd Phylodelphia Hayes, her heyres executors Administrators or assignes for euer/ Clearly acquitt & for ever hereafter well & sufficiently saue hæreless & Indemnify, of & from all & all manner of Claymes leases grants barganes, sayles Joynters Dowers alienations executions had made

done suffered, Prmitted or Comitted by the sayd Renald Jynkines his heyres executors or administrators, or here after to bee had made done, suffered Prmitted wittingly by any of them, & willingly for tyme to come, & sayd Renald Jynkines doth further Covenant promiss grant & agree with for him selfe his heyres, executors & administrators, & to & for euery of them, her the sayd Phylodelphia Hayes, that hee the sayd Renald Jynkines, his heyres executors or administrators, or some or any of them, shall & will ever hereafter keepe & ever saue the sayd Phylodelphia Hayes, his heyres executors administrators, & Assignes and every of them in the quiett & peaceable possession of the before mentioned Premisses, & against all & all manner of Prsons, Claymeing or to Clayme from by or vnder him, or any of them, & all Prson & Prsons w'soeuer, shall & will warrant & euer defend according to the true Intent purport & meaning of these Prsents, any thing here in mentioned Contayned or euinced to the Contrary, In any wise notwithstanding/ In witness w'of I haue here vnto put my hand & seale/ Dated in Kittery in Pischataqua River in New England aforesayd the seaventh day of March, according to the Computation of the Church of England, one thousand six hundred seaventy fiue, & six Anno Dom :

The signe of  (his  
seale)

Renald Jynkines

[188] Signed, sealed & Delivered,  
in the Prsence of us,  
James Emery/  
William Spencer/  
Richd Allexand<sup>r</sup>/

Renald Jinkines appeared before mee  
this 7<sup>th</sup> day of March 1675 : 76 : &  
did acknowledg the aboue written  
Deed, to bee his own free Act &  
Deede, with his hand & seale to it/  
John Wincoll Asso<sup>te</sup>/

BOOK II, FOL. 188.

This Instrument & Deede within written transcribed out  
of the Originall this 22<sup>th</sup> day of Aprill : 1676 :

p Edw : Rishworth ReCor :

This Witnesseth that I John Wincoll of Kittery in the  
County of Yorke in the Massatusetts Colony in New Eng-  
land, for an In consideration of one hundred pounds received  
of Moses Woster of the same Toun before y<sup>e</sup> sealing & deliv-  
ery here of, to full Content & satisfaction, hath  
John Wincoll given granted barganed sould, Infeoffed & Con-  
To firmed, & doe by these Prsents for him selfe his  
Moses Woster heyres executors & Administrators, giue grant  
bargan sell Infeoffe & Confirme, vnto the aforesayd Moses  
Woster, Two hundrd Acers of Land scituate & lijng in the  
Town of Kittery, & bounded with the great River aboute the  
Salmon Falls on the South West, the Land of Christopher  
or Paul Batt on the South East, the Commons on the North  
East, & Geo : Broughtons Land on the North West/ W<sup>ch</sup>  
two hundred acers of Land, was lately granted vnto the sayd  
Wincoll, by the Town of Kittery in two severall grants,  
made in one day as may more amply appeare in the ReCords  
of the sayd Town, & now by y<sup>e</sup> sayd Wincoll sould vnto y<sup>e</sup>  
sayd Moses Woster/ to haue & to hould all & singular the  
aboue barganed Prmisses, with all the appurtenances, &  
priviledges w<sup>soeuer</sup> thereto belonging to him the sayd Moses  
Woster, his heyres executors, administrators or assigns for  
ever ; The same to defend against all Prsons w<sup>soeuer</sup> Clame-  
ing any Lawfull right title or Interest in any of the aboue  
barganed Premisses or to any part or Prcell there of, by  
from or vnd<sup>r</sup> the sayd John Wincoll his heyrs executors or  
Administrators for ever, & for Confirmation of the treuth  
hereof, the aforesayd John Wincoll, hath here vnto set his

hand & Seale this one & Twentieth day of July, In the yeare  
of our Lord one thousand six hundred seaventy & foure/

Signd sealed & Deliuered

John Wincoll (<sup>his</sup> ~~scale~~)

in the Prsence of/

The marke of 

Clement Short

Eliazer Beeres/

This Instrument aboue written

was acknowledged by Cap<sup>t</sup>

John Wincoll to bee his Act

& Deede the 21: of July

1674: before mee

Roger Playstead Assotiate/

A true Copy of this Instrument transcribed out of the  
originall, & there with Compared this 24th day of Aprill  
1676:

p Edw: Rishworth ReCor:

Mr Thomas Broughton Entreth Caution against any Deed  
or Instrument y<sup>t</sup> hereafter may or shall bee brought vnto  
these ReCords to bee ReCorded, for any part of  
the Sallmon Falls Mills at Newgewanacke, with  
y<sup>r</sup> appurtenances or Accomodations of Tymber  
belonging there vnto, vnder any Prtence of his Consent or  
Concurrence of Cap<sup>t</sup> John Wincolls Consent y<sup>r</sup>vnto, w<sup>ch</sup>  
cannot appeare Legally to bee given, w<sup>eu</sup>er may bee Pre-  
tended to bee obtayn'd in any seruptitious way, & y<sup>r</sup>fore to  
bee accompted altogether Invalidd/

Tho<sup>s</sup> Broughton  
his Caution

Entred into the ReCords of y<sup>e</sup> County of Yorke this 30<sup>th</sup>  
day of May: 76

p Edw: Rishworth ReCor:

Know all men by these Prsents, that w<sup>as</sup> Henery Say-  
word of Yorke, & Bartholmew Gydney, are Joynt & æquall  
Partners in the New Mills, vidz<sup>t</sup> one saw Mill with two saws  
& one Corne Mill & all appurtenances, that are Now bujlding  
at Pungustuck alias Westcustogoe in Cascoe bay, & Wr as  
the sayd Gydney hath disbursed his full share for the Com-

pleating finishing & accomplishing the sayd Mills to the Content & satisfaction of the sd Sayword, & the sayd Sayword haueing in Consideration there of Ingaged fully to finish the sayd Mills; further know that y<sup>e</sup> sd Gyney hath let or put to rent his part of the sayd Mills to the aforesd Henery Sayword in manner & forme as followeth/

1: The sayd Sayword is to haue the aforesd Mills to Improue for his owne proper vss the next sumer following the date hereof, vntill the Twenty ninth day of Septem<sup>br</sup>, one thousand six hundred seaventy & fwe, In Consideration of w<sup>ch</sup> hee the sayd Sayword doth Ingage to pay or Cause to bee paid to the sd Gydney or his order Tenn thousand foote of M<sup>c</sup>chañable boards, at the sayd Mills any tyme in Septem<sup>br</sup>, aboue mentioned, W<sup>n</sup> demanded at the

Hen: Sayword  
&

Bart: Gidney

sayd Mills, & further the sayd Gydney doth lett or set to rent the sayd Mills his part of them to y<sup>e</sup> sayd Sayword, to bee Improved to his proper vss from the Twenty ninth day of Septemb<sup>r</sup> one thousand six hundred seaventy & fwe, the Tearme of two full years Ending the 29th day of Septem<sup>br</sup> one thousand six hundred seaventy & seaven/ In consideration of Which hee the sayd Sayword doth Ingage him selfe his heyres, executors administrators & Assigns to pay or cause to bee paid vnto Bartholmew Gydney, his heyres executors Administrators Or assigns fuety thousand foote of boards p Ann<sup>z</sup>: the Tymes of payment are as followeth/ In the Moenth of May one thousand six hundred seaventy & six tenn thousand of M<sup>c</sup>chañble boards, & soe forward to pay tenn thousand p Moenth till the fu . . some of fuety thousand foote of M<sup>c</sup>chañble boards bee paid for that yeare, w<sup>ch</sup> payments are fully to bee Completed in the Moenth of Septem<sup>br</sup>, for that yeare, & then in the yeare one thousand six hundred seaventy & seaven, the sayd Saywor . doth Ingage as aboue sayd, to make the like payments as aboue mentioned, vidz<sup>t</sup> In the Moenths of May, June, July, August, & Septmeb<sup>r</sup> in each Moenth Tenn thousand foo . . of M<sup>c</sup>chtable boards at the Mill, vnto the

sayd Gydney or his order, to say one hundred thousand  
foote of M'chtble pine boards, to bee fully payd as aforesayd,  
besid<sup>e</sup> the Tenn thōsand that are to bee payd for y<sup>e</sup> next  
summer, as aforesd/ And for y<sup>e</sup> full & true Prformance of  
the Premisses, the sayd Sayword doth Ingage to giue any  
further security as the sayd Gydney shall at any tyme  
demand/ & alsoe the sayd Sayword Ingages both him selfe  
his heyres, executors, Administrators & Assigns that dure-  
ing the Tearme aforesd, the sayd Mills shall bee noe ways  
Ingaged to any Prson or Prsons & a . the end of the tearme  
aforesayd of two years, the sayd Sayword doth Ingage him  
se . . . his heyres executors Administrators & Assignes to  
giue to the sayd Bartholmew Gydney his order or Assignes  
the full possession of the whoole Mills aforesayd, to bee  
Managed at the discretion of the sayd Gydney, hee y<sup>e</sup> sayd  
Gydney delivering vnto y<sup>e</sup> sayd Sayword or his order, the  
produce of the sayd Saywords part as It ryseth, & the Mills  
produce/ In witness here vnto the sayd Henery Sayword,  
& Bartholmew Gydney haue sett two there hands & seales,  
this foureteenth day of Octobe . one thousand six hundred  
seaventy & foure, to bee alsoe vnderstood, that the sayd  
Sayword doth alsoe Ingage at the End of the Tearme afore-  
sayd, of Two years, hee shall leaue vnto the sayd Gydney,  
or his y<sup>e</sup> sayd Mills in good & sufficient repayre [189] in all  
respects w<sup>'</sup>soeuer, or any of the appurtenances therevnto  
belonging, & w<sup>'</sup>soeuer is needfull there vnto, & alsoe what  
stocke of Loggs shall then bee found at y<sup>e</sup> Mill the sayd  
Gydney is to haue one halfe/ Hene: Sayword (<sup>his</sup><sub>scale</sub>)  
to bee alsoe vnderstood, that w<sup>'</sup>as Bartholmew Gydney (<sup>his</sup><sub>scale</sub>)

It is sayd that y<sup>e</sup> sayd Gydney  
is to haue the full pouer of Man-  
nageing the sayd Mill of the  
Tearme aboue mentioned, the  
sd Gydney is to take aduise

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from the sayd Sayword in putting in hands on the sayd Saywords part of the Mills/

Signed sealed & delivered

in y<sup>e</sup> þsence of us/ Witness

Obed : Walker/

Ephraim Marstone/

Mary Pateshall/

This Instrument was Acknowledged

by Henery Sayword & Bartholmew Gydney to bee y<sup>r</sup> Act & Deed before mee

Edw : Patteshall Justice/

A true Coppy of this Instrument transcribed out of the Originall this 30<sup>th</sup> day of May : 1676 :

p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent writeing shall come/ Henery Sayword of Yorke in the County of Yorke Shyre in New England sendeth Greeteing/ W<sup>as</sup> the aboue named Sayword, is Joynt partner with Bartholmew Gydney of Salem in New England, in the purchase of a Tract of Land & River at Cascoe bay, as by the Deed of sayle appeareth, & hee the sayd Sayword haueing already sett vp a dame vpon the first Falls called pungustuke alias Wescus-togoe, & rayseed the frame for a saw Mill & Corne Mill at

the place aforesayd ; Now know yee that y<sup>e</sup> sayd

Hen: Sayword

To

Bar: Gidney

Henery Sayword for a valewable Consideration to him in hand payd, before the sealing & Delivery here of, Well & truely payd by Bartholmew

Gydney of Salem aforesayd, hath sould vnto y<sup>e</sup> sayd Gydney & his heyres for euer, all the Moety, or halfe of the Dame & Mills, Prementioned, & doth further Couenant & promiss, to & with the sayd Gydney for him selfe heyres executors & Administrators & assignes, In Consideration of y<sup>e</sup> aforesd

payment already made, w<sup>h</sup>y hee the sayd Sayword is fully satisfyd ; Compleatly to bujld vp the sayd Mills, & substantially to finish the Dame, & to make a substantiall rooffe, & covering to the sayd Mills, & alsoe to bujld & finish a dwelling house sutable to Intertayn such workemen as shall bee Employd, in Manageing of y<sup>e</sup> Mills, w<sup>a</sup> bujlt, & alsoe to fitt & provide vpon his own pper charge, all such Iron worke or workes as are needfull to bee vsed in such Mills, & alsoe bownes Needfull to keepe the Loggs about the Mill, & all & singular things w<sup>h</sup>soever are needfull in euery respect for the makeing the sayd Mills for vs & pfett, of the sayd Gydney his heyres or assignes ; Hee the sayd Sayword doth absolutely sell & Ingage the true Prformance of the Premisses, the one halfe of w<sup>h</sup> as aforesd to bee the sayd Gydneys own proper for him selfe, his heyres & assignes for euer, & the sayd Sayword for him selfe his heyres executors administrators & Assignes, doth Covenant promiss to & with the sd Gydney his heyres & Assignes, that hee the sd Sayword is the true & lawfull owner of the sayd Mills & that hee hath full pouer, in him selfe & Lawfull authority to grant bargane sell & Confirme the aforesd Mills, & that y<sup>e</sup> same is free & cleare from all or any Ingagem<sup>t</sup> of any kind w<sup>h</sup>soever, whither by Titles, Dowers pouer of thyrds by his wife, or otherwise to bee challenged to or in the same/ & that the sayd Sayword doth hereby Ingage for him selfe his heyres executors Administrators & assignes that the barganed premisses shall by him selfe & his own proper charges bee fully Compleated at or about the middle of May next Insewing, the date hereof, & y<sup>t</sup> y<sup>e</sup> barganed Premisses shall bee to y<sup>e</sup> sayd Gydney, & his heyres & Assignes for euer, peaceably to Inioy as there own in fee symple, & alsoe doth further Ingage to & with y<sup>e</sup> sayd Gydney his heyres & Assigns vpon reasonable & lawfull demand, shall & will Prforme & doe or cause to bee Prformed & done, any such act or Acts further, whither by way of of acknowledgm<sup>t</sup> of this Prsent Deed, or release of Dowry In respect of Mary his wife, or in any

kind, y<sup>t</sup> shall or may bee for the full Compleating Confirme-  
ing & sure makeing of the afore barganed Premisses, vnto  
the afore sayd Bartholmew Gydney his heyres or Assigns  
according to y<sup>e</sup> true Intent here of/ In witness w<sup>o</sup>f, the  
sayd Sayword hath set two his hand & seale this foureteenth  
day of Octob<sup>r</sup> one thousand six hundred seaventy & foure  
In the Twenty sixth yeare of soueraign king Charles the  
second/ Henery Sayword (<sup>his</sup>seale)

Signed sealed & Delivered

In the psence of/	Henery Sayword acknowledged this
Obed : Walker/	aboue written to bee his Act &
Ephraim Marston/	Deed before mee
Mary Pateshall/	Edw : Pateshall Just/

A true Coppy of this Instrument Transcribed out of the  
Originall & there with Compared this first day of June 1676 :  
p Edw : Rishworth ReCor

Know all men by these Prsents that Henery Sayword of  
yorke neare Pischataq doth by these Prsents Morgage make  
ouer sell alleine & Confirme vnto Bartholmew Gydney his  
heyres & Assigns for euer, my halfe of the Mills I haue in  
partnership with the sayd Gydney att Cascoe bay, to bee his  
to possess & Inioy for him selfe & his heyres for euer, with  
all the Land priuiledges & appurtenances, there vnto belong-  
ing Ingageing alsoe to finish & fully Compleate the sayd  
Mills in euery respect for the vss of the sayd  
D<sup>no</sup> Gydney his heyres & Assigns ; The Condition of  
this obligation is, that If the sayd Soward doe Cause to bee  
payd vnto the sayd Gydney or his heyres, executors, Admin-  
istrators or assigns, the full & Just some of One hundred &  
tenn thousand foote of M<sup>c</sup>hãtble pine boards, at the tymes of  
payment already agreed on, then the aboue obligation to bee  
voyd, & of none æffect, but in case of default of payment of  
the some aforesayd, or any part there of, according to agree-

ment already made between them, then the sayd Gydney hath by these Prsents pouer to reenter, not onely on his own halfe lett vnto the sd Sayword, but alsoe of the other halfe aboue mentioned, & for euer to hould It in fee symple to his own proper for him selfe his heyres & Assigns for ever, euen the whool Mills with all the priuiledges, & appurtenances there vnto belonging/ In witness w<sup>o</sup>f the sayd Sayword hath set two his hand & seale this fourteenth day of October one thousand six hundred seaventy & foure/

Signed sealed & Delivered in Henery Sayword (<sup>his</sup> <sub>seale</sub>)  
the Prsence of us/ Witness

Obedi: Walker/	This Morgage was acknowledged
Ephraim Marstone/	by Henery Sayword to bee his
Mary Patteshall/	Act & Deede/ I say acknowl-
	edged before mee

Edw : Pateshall Just<sup>r</sup>/

A true Coppy of this Morgage transcribed out of the Orig-  
inall, & there with Compared this first day of June : 1676 :  
p Edw : Rishworth ReCor :

(190] To all Christean people to whom this Prsent writeing shall come/ Thomas Stevens of Kenebecke, & Margeret his wife send greeting : Know yee that Wee Tho : Stevens & Margaret my sayd wife, for & in Consideration of a considerable some to use already in hand payd, by w<sup>h</sup> wee acknowledg our selues fully payd & satisfyd, before y<sup>e</sup> sealing & delivering here of, Well & truely payd by Hene : Sayword of Yorke & Bartholmew Gydney of Salem in New England hath given granted barganed sould aliend Infeoffed & Confirmd, & by these Prsents doth fully Clearly, & absolutely giue grant bargan sell alieine Infeoff & Confirme, unto the sayd Henery Sayword, & Bartholmew Gydney, all that Land & River lately purchased of Terrumquin Abumhamon, Robine Hoode, Werumby & Robine Indean Saga-


mors belonging to Cascoe Bay, being all that Tract of Land  
 & River, lijing & being in Cascoe Bay, from the  
 Tho: Stephens first falls aboue Mr Ryalls house called pumgus-  
 To tucke, alias Wescustogoe, from the aforesayd  
 Hen: Sayword falls to y<sup>e</sup> Head of the River, & of euery branch  
 & Bar: Gidney  
 & Cricke there of or there vnto belonging, & In breadth of  
 Land two Miles on each side of the sayd River & soe to  
 runne the aforesayd breadth of two Miles on each side, to  
 the vtmost extent aboue mentioned/ with all the Marsh  
 Woods vnderwoods Tymber Trees with all my Estate right  
 Title Interest vss propriety, possession Clayme & demand  
 w<sup>th</sup>soeuer of in or to the barganed p<sup>r</sup>misses, with all y<sup>e</sup> priui-  
 ledges y<sup>r</sup> to belonging, & app<sup>r</sup>tayneing, as fishing fowling  
 Meddows &c: To haue & to hould, the sayd barganed Prem-  
 isses thereto belonging & app<sup>r</sup>tayneing, vnto the sayd Hene:  
 Sayword & Bartholmew Gydney, in æquall shayres to them  
 & there heyres & Assignes for euer, to the onely proper vss  
 & behoofe of the sayd Hene: Sayword & Bartholmew Gyd-  
 ney there heyres & Assigns for euer: And the sayd Thomas  
 Stephens at the tyme of the Grant bargain & sayle of the  
 Premisses, vnto the sayd Sayword & Gydney, & vntill the  
 deliuary here of vnto them, to the vss of them & there  
 heyres & Assigns for euer, was the true & lawfull owner of  
 the aboue barganed p<sup>r</sup>misses, & that hee the sd Stephens  
 hath in him selfe full pouer the Premisses to grant bargain  
 sell & confirme as aforesayd, & doe Covenant & promiss to &  
 with the sayd Sayword & Gydney, that the same is free &  
 Cleare, & freely acquitted, & discharged of & from & all  
 manner of former & other Gyfts, Joynters Dowes W<sup>th</sup>soeuer,  
 to bee challenged of or in the same, or any part there of, &  
 from all & singular other charges, titles, troubles, Incumber-  
 ances, & demands w<sup>th</sup>soeuer, by the sayd Stephens or any  
 Prson or Prsons wh<sup>th</sup>soeuer, by his or there Act means Con-  
 sent or default, Consent or pcurement, & that the sayd  
 Hene: Sayword & Bartholmew Gydney there heyres &  
 Assignes shall or may hence forth for euer lawfully, peacea-

bly & quietly haue hould vs occupy, possess & Inioy the  
sayd barganed Premisses, with the priuiledges & app'tenan-  
ces there vnto belonging & app'tayneing with out the least  
sujte, trouble denyall Molestation, Contradiction or distur-  
bance of the sayd Stephens & Margeret his sd wife or his or  
her heyres, executors, administrators, or any other Prson or  
Prsons w'tsoever. Claymeing, or Pretending to haue any Estate  
right title Interest Claym or demand whatsoever, of in or to  
the same, or any part or Prcell there of, from by or vnder  
them, or either of them/ In witness w'tof the sayd Tho:  
Stephe . . & Margaret his wife, haue set two there hands &  
seales this Twelfth day of Octobr in the yeare of our Lord,  
One thousand six hundred seaventy & foure/ In the Twenty  
sixt yeare of our Soueraign Lord King Charles y<sup>e</sup> second/  
Signed sealed & Delivered Thomas Stevens (<sup>his</sup> <sub>scale</sub>)

In the Prsence of us/

Witness Ephraim Marston/

Mary Petishall/


The marke of 

Margerett Stephens (<sup>his</sup> <sub>scale</sub>)


This Deed was acknowledged before mee by  
Thom . . Stephens to bee his Act, & by  
Margeret his wife she freely quitting her  
Clayme of thirds or Interest in the sayd  
Land, I say before mee


Edw : Pateshall Just<sup>r</sup>

I william Ryall in the behalfe of Thomas Stephens, & by  
his order, gaue possession of the Land at Westcostugooe  
aboue mentioned by Turff & Twi . . vnto Hene Sayword &  
Bartholmew Gydney, this 16th of Octobr 1674 : by mee

William Ryall his marke 

witness/ Joseph Alline John Freathy his marke 

his marke 

Patricke Jennison his marke   
12 : Octobr 1674

A true Coppy of this Instrument aboue written transcribed  
out of the Originall & there with Compared this secund of  
June 1676 :  
p Edw : Rishw . . . . ReCor :

Know all men by these Presents, that I Thomas Stephens of Kenebecke hau . Constituted & appoynted, my beloued frejnd William Ryall my true & lawf . . . Attorney for mee & in my place & stead to giue possession according to law by Turff & Twigg of y<sup>t</sup> Tract of Land & River Called pumgustacke alias Westcostugoe in Cascoe bay, lately sould by mee the sayd Stephens vnto Hene : Say . . . & Bartholmew Gydney, I say to giue possession of the sayd Land & Riv . . vnto y<sup>a</sup> aforesd Sayword & Gydney to bee thers, thejr heyres & assigns for eu . . houlding firme & stable as alsoe ratifjng & Confirmeing, what my sayd At . . . ny shall doe according to the Premisses, to bee as fully & æffectually, as If my selfe were Prsonally P'sent/  
Possession
In witness here of I haue sett two my h . . . & seale, this thyrteenth day of Octobr one thousand six hundred seaventy fou . . . Thoms Stephens (<sup>his</sup>seale)

Witness/ Ephraim Marston/

Brother William Ryall, I would request you to giue possession of y<sup>t</sup> Land & Ri . . . vnto Henery Sayword, & Bartholmew Gydney in my name, & steade according t . the letter of Attorney, w<sup>in</sup> I haue fully Impoured you see to doe, & I shall b . ready to serue you in what I may & rest, yours to serue you in what I may/

13 : 8 : 74

p Thoms Stephens/


A true Coppy of this letter of Attorney & postscript vnderneath, transcribed & Compared with the Originall, this 2 : June : 1676 : p Edw : Rishworth ReCor :


[191] This Indenture made the 19<sup>th</sup> day of Janvary : 1673 : between Robine Hooode Derumquen, & Abomhammon, Weroumby, & Roben, Sagamors, on y<sup>a</sup> one Party, & Thomas Stephens on y<sup>a</sup> other Party ; Witnesseth, that Wee Robine Hooode, Derumquin Abonhaman Werumby & Roben, for & In Consideration of Certen pay, to us in hand payd

before the sealing & delivering of these Presents, With  
 which pay Wee do acknowledg our selues fully  
 satisfyd & payd, to our Content, thereof & euery  
 part there of, doe acquitt, exonerate, & discharge  
 the sayd Thomas Stephens, his heyres executors,  
 & Assignes for ever, by these Prsents haue given granted,  
 barganed & sould & Confirmed, & by these Prsents doe  
 absolutely giue grant sell & Confirme vnto the sayd Thomas  
 Stephens his heyres & Assig<sup>e</sup> for ever, all that Prcell or  
 Tract from y<sup>e</sup> first falls pumgustucke or called p the English  
 Westcasdogoe in Cascoe bay from y<sup>e</sup> aforesd falls to y<sup>e</sup> head  
 of the River euery branch & Cricke there vnto belonging, &  
 in breadth two Miles at each side of the River, with all the  
 Lands Marsh as profetts, Woods vnder Woods Tymber Trees,  
 of what sorts soeuer, with all priuiledges of fishing & fowling,  
 hunting Haukeing, with all other priuiledges of what sort or  
 nature soeuer, is or may bee Contayned in the aforesayd  
 bounds, or any part or Prcell there of/ To haue & to hould, all  
 & singular the aforesayd Premisses hereby granted barganed  
 & sould, with euery of thejr Members, app'tenances Whatso-  
 euer, vnto the onely vss & behoofe of Thoms Stephens, his  
 heyres & Assignes for euer, hee or they paijing one good  
 eare of Indean Corne yearly vpon the fiae & Twentieth day  
 of March, If it bee lawfully demanded as an acknowledgm<sup>t</sup>,  
 hereby Imptying our selues our heyres of & from all clayme,  
 & Interest to the afore mentioned Prmisses, or any part or  
 Prcell there of: And Wee Roben Hoode Derumquene,  
 Abamhaman, Werumby, & Roben for our selues, & by these  
 aforenamed Premisses, before granted & bargand & sould  
 with all the appurtenances there vnto belonging, to the  
 onely vsse & behoofe of Thomas Stephens, & his heyres &  
 Assignes for euer, aganst us o<sup>r</sup> heyres & Assignes, & all &  
 euery Prson lawfully Clameing from us vnder us, & them or  
 any of them, shall & will warrant & for euer defend by these  
 Prsents, & In witness of the treuth here of, Wee Robin  
 Hoode, Derumquen, Abhamamon, Werumby & Robine,


BOOK II, Fol. 191.


haue herevnto sett our hands & Seales, this nineteenth day  
of January, One thousand six hundred seaventy three/

Roben Hoode his marke  (his  
seal)

Derumquen his  
marke/  (his  
seal)

Abumhaman  
his marke  (his  
seal)

The marke of Werumby  
his marke  (his  
seal)

The marke of Robine/  
his marke  (his  
seal)

Signed sealed & Delivered  
in the psence of us/  
Thomas Gyles/  
Allister Comby/  
The marke of Daniell/



The marke of Wedasawasam/



The marke of Mis Joane



A true Coppy of this Instrument transcribed out of the  
originall, & there with Compared this 2 : day of June : 1676 :

p Edw : Rishworth ReCor

This witnesseth, that Nicholas Hodgden of Kittery in the County of yorke, In the Massatusetts Colony in New England, Yeamon, with the Consent of Elizabeth his wife, for diverse good causes & Considerations them moueing there vnto, spetially In reference to a marrage some years since consummated, between John Morrall of the Tow . aforesayd, & Saraih the daughter of the sayd Nicho : Hodgden & Elizabeth his wife, & out of that tender affection, the sayd Nicholas, & Elizabeth his sayd wife, beareth vnto the sayd Morrall & Saraih his wife, & to their children, & as a sufficie . . portion, given out of the Estate of the sayd Nicho :

<p>Nic<sup>o</sup> Hodgden To J<sup>n</sup>e Morrall</p>	<p>Hodgsden, vnto y<sup>e</sup> sayd John Morrall with his sayd wife, hath passed over, given, granted, alienated Infeoffed &amp; Confirmed, &amp; doe by these</p>
--	---

Prsents for them selues, their heyres executors & Administrators, passe over, & giue, grant, alienate, Infeoff & Confirme vnto the aforesayd John Morrall, one Messuage, or Tenement scituate, & being in the Town of Kittery aforesd, & being part of the homestall of the sayd Nicholas Hodgden, & lijng on the North side there of, & bounded with burch poynt brooke on the North, & part of a Coue on the West, & the Land of the sd Nicholas Hodgden on the South & on the East & contaynes about seaven a . . . . of Land more or less as It is parted from y<sup>e</sup> Land of y<sup>e</sup> sd Nicho : Hodgden, on the East, by a Certen spring that runneth into burch poynt brooke, the sayd Nicho : Hodgden always reserueing vnto him selfe the free vss of the water of the sayd spring, with the Lyberty of thre . or foure rodds of Land about the sayd spring, for men or cattle to come to the water ; The aforesd Tract of Land hath been for diverse years past given into the possession of the sayd Morrall, & buijt vpon & Improved, & now by the sayd Nicholas Hodgden & Elizabeth his wife, by this Deed of gyft, passed ouer vnto the sayd John M . . rall, to haue & to hould all the aboue granted Premisses, with all the app<sup>t</sup>enanc . . & priuiledges there vnto belonging, to him the sd John Mor-

rall his heyres, executor . Administrators or Assigns for  
euer, & If at any tyme the sayd John Morrall shall see cause  
to sell the aboue granted tenement, or any part or Prcell  
there of hee the sayd John Morrall shall sell it to y<sup>e</sup> sayd  
Nicho: Hodgden, or his heyres, hee or they giving as  
much for It, as any other man will give/ In Confirmation  
w<sup>o</sup>f I ha . . here vnto set my hand & seale this 3d day of  
Decem<sup>br</sup> 1674 :

Nicho Hodgden his

Signed sealed & Delivered  
in the Prsence of  
William Hackeley

marke  (his  
seale)

Nicholas Hodgden doth own this In-  
strum<sup>t</sup> to bee his Act & Deede, &  
with the free Consent of Elizabeth  
his wife, before mee this 4th day of  
December/ 74/

Edw : Rishwor . . Assofe/

A true Coppy of this Instrument transcribed & Compared  
with the Originall this secund day of June 1676 :

p Edw : Rishworth ReCor :

At a Generall Court houlden at Boston May 4th, 1676 :

W<sup>as</sup> by an Act of this Court Febru : 21 : 75 : It was

9 Country  
Rates ordered  
by y<sup>e</sup> Court  
at Boston

ordered that nine Country rates should bee Leav-  
yed vpon the Inhabitants of Yorke Shyre, for the  
Defraijng of the charges of the warr in that  
County expended, & accordingly warrants wer .  
Issewed out by the Countrey Treasu<sup>r</sup>, & Majo<sup>r</sup> walden  
appoynted to receiue . . sayd rates soe Collected/ & W<sup>as</sup>  
there is nothing done to æffect in Prsewance It is now  
ordered by this Court, that y<sup>e</sup> aforesd nine rates shall bee  
sp . . . . . Leavyed & payd in for the vsse aforesayd, to the  
Prsent Treasu<sup>r</sup> of the Co . . . . of Yorke, who shall take  
æquall Care, y<sup>t</sup> together with w<sup>t</sup> hath been disbursed

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amongst them selues, the other disbursem<sup>ts</sup> made by ord<sup>r</sup> of authority, for y<sup>r</sup> releife, bee duely & spedily payd/

This is a True Coppy of the Generll Courts Act as Attests  
William Stoughton p ord<sup>r</sup>

A true Coppy of this order transcribed, & Compared with the originall, this 6th day of June 1676 :

p Edw : Rishworth ReCor :

[192] At a Generall Court houlden at Boston May 4th 1676

W<sup>as</sup> by Information of Severall Deputys of the County of Yorke shyre, respecting that law of the Committee of Militia, w<sup>h</sup> binds vp the approbation of all Accopts & arrers touching the Prsent warr, sooly in the hands of the sayd Committee of Militia in every Town, by whom a great part of the sd charges ariseing amongst us are mostly Claymed/

Court ord<sup>r</sup>  
about Ar-  
rears of Acc<sup>ts</sup> The Premisses Considered, It is hereby ordered by this Court, & appoynted, that Major Nicholas Shapleigh of Kittery, Mr Edw : Rishworth of yorke, & Mr Sañell Wheelewright of Wells, bee & are hereby Impoured, to Call before them examine & approue all such necessary arrers, & charges, as shall or may appertayn to y<sup>e</sup> County aforesayd & what charges by them according to law, shall bee allowed, & approued (provided It bee not in wine & Strong Lyquo<sup>m</sup>) shall by the sayd Coūty bee duely payd, & satisfyd from tyme to tyme/

This is a true Coppy of y<sup>e</sup> Act of the Genēll Court as Attests William Stoughton p ord<sup>r</sup>

A true Coppy of this order transcribed out of y<sup>e</sup> originall, & y<sup>w</sup>ith Compared, this 6th : d : of June (1676)

p Edw : Rishworth ReCor :

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Know all men by these Prsents, that I Henery  
 Hen:  
 Greenland's Bill To  
 Geo: Norton  
 Greenland of Kittery poynt in the River of Pis-  
 hataqua Chyergeon, doe ow & stand indebted  
 vnto Geo Norton of Pischataqua River shipe-  
 wright, in the Just & even some of sixty pounds seaven  
 shillings, of Lawfull money of New England or goods, at  
 money price, due to bee payd to the sayd Norton or to his  
 lawfull Attorney, executors Administrators or Assignes, at  
 or before the fīue & twentieth of March vpon demand, next  
 Insewing, the date hereof, with out fraude or further delay ;  
 To the w<sup>ch</sup> payment well & truly to bee made, I bind mee  
 my heyres, executors & Administrators & euery of them, in  
 the pœnall some of sixty pounds seaven shillings, of like  
 lawfull pay of New England, firmly by these Prsents/ sealed  
 with my seale dated this twenty Eight day of Septemb<sup>r</sup>  
 Anno : Dom̃ 1671 : Hene : Greenland (<sup>his</sup> seale)

Sealed & delivered

in y<sup>e</sup> Prsence of/  
 James Randell/  
 Jacob Brown/  
 Ralph Hall/

Great Ysland this 28<sup>th</sup> Novēbr 1674 :  
 James Randle came & made oath  
 that hee saw Hene : Greenland  
 signe & seale the aboue written  
 before mee Elyas Stylemā :

Commissio<sup>r</sup>/

Ralph Hall came & made oath that hee saw Hene : Green-  
 land signe seale & deliver this bill as his Act & Deed, & that  
 It was giuen the sd Norton, in Consideration of one quarter  
 part of the pinke Lenham/ June 30<sup>th</sup> 1675 : deposed before  
 mee Elyas Stylemā : Commissio<sup>r</sup>/

A true Coppy of this bill as Attested transcribed out of y<sup>e</sup>  
 originall & y<sup>e</sup>with Compared this 16 : June 1676 :

p Edw : Rishworth ReCor :

I Henery Greenland doe promiss to pay vnto George Nor-  
 ton a barrell of Macharell, before the fall of this Prsent  
 yeare/ 1672 : Hene : Greenland/

Testes/ Tho : Wiggin/

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Great Ysland 11 : Novēbr 1674

Mr Tho : Wiggins made oath that hee saw Mr  
Hene : Greenland signe the aboue written  
as his Act & Deede/ before mee

Elyas Stylemā : Commisso<sup>r</sup>/

A true Coppy transcribed out of the originall, this 16 :  
June : 76 : p Edw : Rishworth ReCor :

[193] These Prsents witness that I Hene : Badge of  
Kittery in the County of yorke haue sould alyend, Infeoffd  
& barganed, & Delivered six Acers of Land next Adioyne-  
ing to Enocke Houtchings his Land vnto Nicho : Weekes of  
the same place & to his heyres executors or Assigns or any  
of them for ever, from the aforesayd Henery Badge his  
heyres or Assignes for euer/ this aforesayd Land is Twelue  
rodd in breadth, & runnes backe in the Woods  
vpon the sayd breadth, vntill the aforesayd six  
Acers bee accomplished/ furthermore I Hene :  
Badge do promiss this sayd Land to bee Cleare  
from all Intanglements Morgages or sayls formerly, & do  
hereby own my selfe fully satisfyd for the same, as witness  
my hand this sixteenth day of Decembr 1672 :

Sealed signed & Delivered  
in Prsence of us/  
Richd Lockewood/  
The marke of Enocke/  
Houtchin/ *EH*  
John ffennicke

The Marke of Hene :

Badge/ *HB* (his  
scale)

The Marke of

Elizabeth Badge *E* (her  
scale)

Great Ysland this 28<sup>th</sup> of July 1673 :

Hene : Badge come & acknowl-  
edged the aboue written, to bee  
his free Act & Deede/ before mee

Elyas Stylemā : Commissio<sup>r</sup>/

BOOK II, FOL. 193.

A true Coppy of this Instrum<sup>t</sup> transcribed & Compared  
with the originall this 16 : of June : 1676 :

p Edw : Rishworth ReCor :

To all people to whome this Present writeing shall come,  
I John Harker Senjo<sup>r</sup> of Yorke In New England, fisherman,  
do send Greeeting to all my beloued frejnds, w<sup>ch</sup> haue been  
heretofore/ know yee that I the sayd John Harker, for &  
In Consideration of the loue I doe beare vnto my onely well  
beloued son John Harker, being now fisherman at Winter  
Harbo<sup>r</sup>, I have given granted, & I do freely giue  
& grant, & I doe freely by these Prsents abso-  
lutely Confirme vnto this my sonn John Harker,  
one small Ysland that is my own lijng within the  
Harbour, of yorke, ouer right Aganst the fishing stage, y<sup>t</sup>  
lyeth at y<sup>e</sup> Entry into the sd Harbour And alsoe I doe in the  
like manner, giue vnto this my aforesayd sonn, one & all the  
Prcell of Land that doe belong vnto mee, that is mine own,  
lijng & abounding vp the River of y<sup>e</sup> aforesayd Yorke, or  
Agamenticus, this sayd Prcell of Land lijeth in a Tract of  
Land, that Cap<sup>t</sup> John Davess hath  $\frac{1}{2}$  part, & William Moore  
haue a  $\frac{1}{2}$  part It being yet not deuided my part, is the other  
fourth part of this sayd Tract of Land/ This sayd Tract or  
Prcell of Land which belongeth vnto mee, with all the Wood  
standing or lijng, with all the Marsh & all other priuiledges  
y<sup>t</sup> app<sup>t</sup>ayneth vnto this my sayd Prcell of Land, & alsoe the  
sd ysland with its Marsh & app<sup>t</sup>enances, & all the priui-  
ledges therevnto belonging ; These abouesd Premisses, I do  
freely fully & absolutely giue, & by these Prsents, Confirme  
vnto this my sonn John Harker, his heyres executors,  
administrators, or Assignes or any of them, to haue & to  
hould for euer, & In y<sup>e</sup> Prformance of all those abouesd  
Premisses, I do here vnto set my hand & seale this first day  
of July, one thousand six hundred seaventy three, & being

Jn<sup>o</sup> Harker  
To his Son  
John

BOOK II, FOL. 193.

the five & twentieth yeare of y<sup>e</sup> Reign of our Soueraigne Ld  
King Charles the secund, king of England, Scotland, France  
& Ireland Defend<sup>r</sup> of the faith/ The marke of <sup>(his</sup>  
<sub>scale)</sub>

Sealed signed & Delivered in  
the Prsence of us/

John Harker

*R*

The marke of

Joseph Donnell

*D*

The marke of

Ric : Burgess/

*BB*

Edw : Woolcocke/

A true Coppy transcribed & Com-  
pared with y<sup>e</sup> originall this 27th  
of June 1676 :

p Edw : Rishworth Re Cor :

[194]

wise, according to the Costome of England, Which Prsons  
 soe Chosen out of your Number may bee distinguished from  
 the rest by the name of Commissioners for appeales In the  
 province of Mayn/ And for your so doing, any thing In  
 your former Instructions to y<sup>e</sup> contrary, Notwithstading;  
 These Presents shall bee to you a sufficient warrant and  
 discharge/  
 Given under our hands & seals the 20<sup>th</sup> day of No-  
 vemb<sup>r</sup> att Fort James In New Yorke vpon the Isle  
 of Manhatans Anno Dom<sup>i</sup> : 1666 :  
 (his seal) Richard Nicolls  
 (his seal) Robert Carr/  
 To Mr Jocelyn & the rest of the  
 Justices of peace In y<sup>e</sup> prov-  
 ince of Mayn/  
 A true Coppy of this order aboue written, transcribed out  
 of the original & y<sup>e</sup> with Compared this 17 : day of January :  
 1666 : p Edw : Rishworth Re : Cor :

Gentlemen/  
yours by Roger Playstead October 11<sup>th</sup> from Yorke In y<sup>e</sup>  
Province of Mayn, is well received; In answer whereunto  
with the advise of Sir Robert Carr, tis thought fitt to direct  
you In the Case of Appales, That In regard a Competent  
Number of his Majesty<sup>s</sup> Commissioners, (to whom In y<sup>or</sup>  
former Instructions Appales were reserved) Cannot for the  
Present Attend the attayres of your province, and now  
Weighing the Inconveniences & difficultys w<sup>ch</sup> probably may  
Rusew: Bee pleased y<sup>fore</sup> after the receipt hereof, to sup-  
ply that Defect amongst your selues, by Chuseing & appoy-  
ing three Prsons out of your Present Justices of the peace,  
to sitt as a Court of Chancery to heare receive & determine  
In equity all or any appales, from the Coman law or other-

1666  
A true Copy of y<sup>e</sup> letter sent by y<sup>e</sup> Court to Gene<sup>ll</sup>  
Nicolls, & of his answer returned y<sup>nto</sup>, transcribed out  
of y<sup>e</sup> Originalls & y<sup>e</sup> with Compared this 16: January 1666:  
p Edw: Rishworth ReCor:

of Manhatans this 20th day of November:  
Port James In New yorke on y<sup>e</sup> Isle Richard Nicolls/  
more from  
Y<sup>or</sup> affectionate freind & servant  
find mee ready to Comply & sure I am you will expect noe  
ing of the Cattle in all things possible and honest, you will  
for mee/ Onely in his fauor an Order is made for the restore-  
at least not hauening heard both Parties, it was not reasonable  
in fauour of Mr Playstead, but being a stranger to y<sup>e</sup> matter,  
I should very willingly haue Joyned with Sir Robert Carr  
being with in the bounds of Mr Maysons propriety/  
alsoe to Prevente from spoyl any Tymber or Mast Trees  
I haue Impoured Mr Shapleigh not onely to Cutt, but  
supply (even though the same were publicquely prohibited)  
you to contriue a meanes by any freind In Boston for your

lying with in the propriety of Cap<sup>t</sup> John Maysons Interest,  
 w<sup>o</sup>f we understand your hon<sup>r</sup> hath y<sup>e</sup> disposing/ For  
 w<sup>h</sup> purpose Major Shapleigh (if it may like y<sup>o</sup>r hon<sup>r</sup>) may  
 bee a fitt P<sup>er</sup>son/  
 And w<sup>as</sup> one of o<sup>r</sup> neighbours Mr Rog<sup>e</sup> Playstead y<sup>e</sup>  
 bearer hereof makes a sadd complaint of great Injury done  
 to him by the Road Landers who through misinformation  
 of his Majestys Commissio<sup>n</sup> have gotten [561] possession of  
 his lands, & manie of his Cattle, which they still detain from  
 him to his great preiudice/ W<sup>h</sup>in If your hon<sup>r</sup> vpon under-  
 standing of the Case, shall see cause from the equity thereof  
 to give him redress (w<sup>h</sup> wee doubt not but will bee accord-  
 ing to righteousness) for w<sup>h</sup>, further obligations shall  
 remain due to your hon<sup>r</sup> at all tymes/  
 from y<sup>o</sup>r very humble servants/  
 Henery Jocelyn/  
 Fran : Champnown/  
 Robert Cutt/  
 Edw : Rishworth  
 Fran : Hooke/  
 To his much respected freinds Mr Jocelyn & the rest of the  
 Justices of the peace In Province of Mayn these/  
 Gentlemen/  
 According to Y<sup>o</sup>r desires an explanation, or rather an  
 Amendment of Your Instructions, is here with sent in forme  
 of a warrant, that you may the more vigorously & safely  
 act/ In cases of appeals 'Twas not thought necessary to  
 Insert what security is to bee taken for the Appellant,  
 because the way is soe well known & noe less necessarie to  
 bee followed, according to y<sup>o</sup>r directions, & y<sup>e</sup> Merritt of the  
 Cause :  
 I should bee glad of an opportunity to serve you with  
 such a quantity of ammunition as I could spare, but It  
 seemes very strange that It is not possible for some amongst

May It please yo<sup>r</sup> Honor, Wee haue Credible Information, that y<sup>e</sup> are severall Persons on the disigne of Masing, whom if not Prevented by some suddayn restreyn<sup>t</sup>, for the Preser-  
vation of them for his Majesty<sup>s</sup> vs, Will Indanger the  
destruction of a great quantity of Tymber fitt for y<sup>e</sup> vasse,  
Wee can/

Honor<sup>s</sup> satisfaction, Wee shall readily attend the best meanes  
Ammunition w<sup>o</sup>l at Present Wee are very bare, & for yo<sup>r</sup>  
helpe for a supply of some convenient quantity of armes &  
of more security in these tymes of danger/ Wee Craue yo<sup>r</sup>  
haue the better opportunity to declare if Occasion bee, & for  
yet wee hope In loyalty the poorest, Which that Wee may  
tions & provinces, W<sup>o</sup>l Wee are none of the richest, nor  
tattues your honor<sup>s</sup> are deputed ouer those Western Jurisdic-  
upon his Majesty<sup>s</sup> countenance & assistance, whose represen-  
And because our Wellfayre (vnder god) depends most

Our experience of your honor<sup>s</sup> fauor, & the rest of his  
Majesty<sup>s</sup> honor<sup>ble</sup> Commissioners, by whose approbation &  
care the constitution of our Present Govern<sup>ment</sup> was & is settled  
vnder his Majesty<sup>s</sup> Immediate pouer : for the better Manage-  
ment w<sup>o</sup>l, by a more clear vnderstanding of our Commission,  
their honor<sup>s</sup> Were pleased to leaue with us a further explana-  
tion of the same for our direction in any matters of diffi-  
culty ; wh<sup>o</sup> gives us the more bouldness to make application  
to your honor<sup>s</sup> for aduize in one case especially, how safely to  
act In poynt of appeales ; & In what Cases you will giue  
allowance thereof, for Instructions say thus/

To the Right Honorable, Colonnell Richd  
Nicolls, one of his Majesty<sup>s</sup> Honor-  
able Commissioners, for y<sup>e</sup> Provinces of  
New England/  
these Present/





# INDEX.

## INDEX OF

Date.	Grantor.	Grantee.	Instrument.
	ABUMHAMAN, see Robin-Hood		
1672, Nov. 20	ADDAMS, William	Thomas Withers	Indenture
1662, July 15	ALGER, Andrew senior and Arthur	John Palmer	Deed
1671, Nov. 21	ALLARD, Hugh	Francis Wane- wright	Mortgage
1666, Nov. 20	ALLCOCKE, Job	John Bray	Deed
1642, Mar. 10	ALLCOCKE, John	Inhabitants of York	License
1644, Sept. 26	ALLCOCKE, John	Peter Weare	Deed
1655, Mar. 22	ALLCOCKE, John	Thos Mowlton	Deed
	ALLCOCKE, John, see Robert Knight		
1662, Dec. 1	ALLCOCKE, Joseph et ux.	Gilbert Lugg Waymouth Lys- tone	Deed
1673, June 4	ALLASON, Ralph	Walter Gyndall	Deposition
1660, Feb. 25	ANDREWS, Joan	Thomas Crockett	Deposition
1666, Dec. 11	ANDREWS, Joan	Ric. Lockewood	Bond
1666, Dec. 11	ANDREWS, Joan	Ric. Lockewood	Bond
1666, Jan. 26	ANDREWS, Joan	Ric. Lockewood	Prom. note
1672, Jan. 7	ANDREWS, John et ux. and Joan Attwell	Thomas Trafton	Deed

# GRANTORS.

Folio.	Description.
141	Of apprenticeship.
170	50 acres of upland and a parcel of marsh occupied by Palmer at Dunstan in <i>Scarborough</i> .
104	Housing and flake room on Smuttynose island, <i>Isles of Shoals</i> , and shallop.
11	12 acres adjoining Bray's lot in <i>Kittery</i> .
177	To use his spring.
177	Land in <i>Agamenticus</i> , conveyed to Allcocke by Edw. Godfrey.
112	70 acres on York river, adjoining Arthur Bragdon, and 10 acres meadow at head of northwest branch of York river in <i>York</i> .
174	Messuage on Piscataqua river in <i>Kittery</i> , between Symons and Paul.
133	As to Sarah Jordan's release of dower.
1	Concerning acts of ownership by clearing land, &c., on Spruce creek [in <i>Kittery</i> .]
91	For payment of £1, 1s. 6d.
92	To deliver 2 head of cattle.
92	For payment of £4, 8s.
128	2 acres marsh [in <i>Kittery</i> .]

Date.	Grantor.	Grantee.	Instrument.
1675, Apr. 6	ANDREWS, John, and Joan Attwell	John Bray	Deed
1675, Apr. 8	ANDREWS, John, and Joan Attwell	John Bray	Deed
[No date.]	ANDREWS, John, and Joan Attwell	John Bray	Bond
1668, Aug. 28	ANGER, Samson et ux.	John Ceard	Deed
1671, Jan. 1	ANGER, Samson et ux.	Miohum Mackein- tyre	Deed
1673, Sept. 28	ANGER, Samson	John Davess	Deed
1675, Aug. 14	ANGER, Samson et ux. ATTWELL, Joan, see John Andrews	Jasper Pullman	Deed
1650, July 15	AUSTINE, Joseph	Anthony Emery	Deed
1670, Jan. 31	AUSTINE, Samuel	Joseph Storer Benjamin Storer	Deed
1674, Oct. 8	AUSTINE, Samuel	Samuel Storer	Deed
1671, Oct. 20	BACKHOUSE, Francis	Abraham Tillton	Deed
1674, Oct. 8	BACKEUS, Francis et ux.	Thomas Manning	Deed
1672, Dec. 16	BADGE, Henry et ux.	Nicholas Weekes	Deed
1667, Sept. 30	BAREFOOTE, Walter	Robert Mussell	Deed
1668, Oct. 2	BAREFOOTE, Walter	Francis Morgan	Discharge
1671, May 24	BAREFOOTE, Walter	George Morton	Mortgage
1671, Oct. 10	BAREFOOTE, Walter, and Henry Greenland	Abraham Drake Benjamin Swett Henry Green	Execution

Folio.	Description.
172	Three acres marsh adjoining Bray's marsh at Braveboat harbor, <i>Kittery</i> .
170	14 rods of marsh adjoining above.
169	Covenanting to warrant title of land conveyed April 6, 1675.
51	An acre of marsh on the southwest branch of York river in <i>York</i> .
107	An acre and a half of marsh in <i>York</i> , on the southwest branch of York river.
139	Land in <i>York</i> , formerly belonging to Rice Kerdogon [Cado-gan.]
180	One acre and a quarter on Great island, <i>York</i> .
141	Little marsh above Sturgeon creek in <i>Piscataqua</i> , with house and lot and lumber.
91	Lands in <i>Wells</i> conveyed to Austine by John and Richard Cutt, and by John Wakefield.
158	110 acres at Epesrath in <i>Wells</i> .
130	150 acres on Ogunquit river, with 2 acres salt marsh and 10 acres fresh meadow, all in <i>Wells</i> .
161	4 acres meadow in <i>Wells</i> .
193	6 acres adjoining Enoch Hutchings in <i>Kittery</i> .
42	10 acres west of creek which bounds Champernowne's island in <i>Kittery</i> .
128	Of all debts.
96	Of $\frac{1}{4}$ part of pink "Lenham."
121	£20 and costs levied on land at <i>Kittery</i> Point for £12, and on goods and Greenland's person for balance.

Date.	Grantor.	Grantee.	Instrument.
1678, Feb. 28	BARRET, John	Fran. Littlefield, junior	Deed
1678, Feb. 28	BARRET, John	Fran. Littlefield, junior	Deed
1674, Nov. 2	BARRET, John et ux.	Thomas Manning	Deed
1675, Feb. 7	BARRETT, John et ux.	Joseph Cross	Deed
1674, April 1	BATES, John	Nathaniel Fryer	Deed
1666, Feb. 13	BATSON, John, and William Renalds  BEALE, Arthur, see Richard White	Thomas Bryan or Peter Oliver	Deposition
1674, Nov. 10	BEALE, Arthur, senior  BENNET, Edward, see John Winsland	John Frost, sen.	Bond
1669, July 20	BERRY, Giles	Isaac Walker	Deed
1659, Oct. 12	BOLLES, Joseph	Peter Hill	Deed
1672, Apr. 3	BOLLES, Joseph et ux.	Charles Frost	Deed
1667, Oct. 1	BONIGHTON, John	William Phillips	Agreement
1667, Apr. 6	BONIGHTON, William	George Munjoy	Mortgage
1667, Oct. 17	BOOTH, Robert, and Patrick Dummark	William Phillips	Deposition
1672, Aug. 26	BOOTH, Robert, senior	Simon Booth	Deed
1666, June 28	BOWREY, John	Ric. Lockewood	Due bill
1668, Nov. 1	BRAGDON, Arthur, junior	Andrew Raining	Deed
1673, July 21	BRAY, John	Robert Marshall	Renewal

Folio.	Description.
146	3 acres marsh at the Neck in <i>Wells</i> .
146	3 acres marsh near Ogunquit river in <i>Wells</i> .
161	157 acres at Duxbury in <i>Wells</i> .
186	2 acres marsh on Webhannet river in <i>Wells</i> .
148	120 or 130 acres in <i>Wells</i> , between Samuel Wheelwright and William Hammond.
146	Concerning land sold by Batson to Oliver.
163	Conditioned to secure £50 in consideration for land [in <i>York</i> .]
74	Lot granted Berry by town of <i>York</i> .
36	100 acres at Winter Harbor, <i>Saco</i> , between lots formerly held by Samuel Andrews and Robert Sankey.
119	10 acres marsh in <i>Cape Porpoise</i> .
37	Bonighton to deliver half of island adjoining mill at <i>Saco</i> and 800 pine trees to close all accounts.
13	Shallop and appurtenances.
37	Concerning division of John Bonighton's island at <i>Saco</i> .
126	Message of 6 acres at Winter Harbor, <i>Saco</i> .
127	For £6, 16s. 10d.
73	10 acres between Bragdon's and Raining's lots in <i>York</i> .
167	Of Marshall's note for 6 months, with receipt for £5.

Date.	Grantor.	Grantee.	Instrument.
1670, June 9	BROAD, William et ux.	Diggory, Jefferys	Deed
1676, May 30	BROUGHTON, Thomas	All persons	Caution
1667, June 15	BROWN, Andrew	Joshua Scottow	Deed
1661, Oct. 4	BURGESS, Richard	Thomas Crockett	Deposition
1673, Feb. 24	BURGESS, Richard	Thomas Start	Deed
1669, Nov. 24	BUSH, John et ux.	Thomas Mussell	Deed
1670, Apr. 27	BUSH, John et ux.	John Barrett	Deed
1664, Oct. 16	CALLEY, William	William Seely	Deed
1640, Sept. 2	CAMMOCK, Thomas et ux.	Henry Jocelyn	Will
1670, Jan. 16	CANNY, Thomas, senior	Hatevill Nutter	Deed
1672, Dec. 7	CAPE PORPOISE, town of	Stephen Batson	Survey
1668, Mar. 15	CARMIGHELL, John	James Grant	Assignment
1675, Nov. 25	CASE, Humphrey	Isabella Bawldin	Deed
1666, Oct. 23	CEARD, John et ux.	Michael Cowes, junior	Assignment
1667, May 25	CHADBURNE, Humphrey	Lucy Chadburne, wife, six chil- dren and other legatees	Will
1661, Aug. 20	CHAMPERNOWN, Francis	George Walton	Mortgage
1665, June 22	CHAMPERNOWN, Francis	George Walton	Bond
1669, May 31	CHAMPERNOWNE, Francis	Abra. Corbett	Deed

Folio.	Description.
118	100 acres in <i>Kittery</i> conveyed to him by Henry Greenland, folio 71.
188	Against the validity of any deed for any part of Salmon falls mills at Newichewannock in <i>Kittery</i> .
25	20 acres upland and marsh at <i>Black Point</i> .
2	Concerning grant to Crockett by Gorges of neck on Spruce creek [in <i>Kittery</i> .]
148	18 acres on York river in <i>York</i> .
181	100 acres between John Sanders and Simon Bussy, in <i>Cape Porpoise</i> .
94	10 acres marsh bought of R. Willine, south of Little river, <i>Cape Porpoise</i> .
32	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
84	All of his patent and other property at <i>Black Point</i> , reserving 500 acres on Spurwink river and the cattle on the land.
110	3 acres of marsh called Fowling marsh, in <i>Kittery</i> .
129	25 acres marsh and 18 acres upland, at Little river.
90	Of bill of sale.
185	50 acres on Saco river, granted by the town of <i>Saco</i> .
64	Of a sublease of a messuage in Devonshire, England.
27	Land at Sturgeon creek and land, mills and houses at Newichewannock, in <i>Kittery</i> .
37	Marsh on island opposite Walton's house at <i>Piscataqua</i> .
38	To warrant above premises.
78	84 acres on Spruce creek in <i>Kittery</i> , adjoining Thomas Crockett.

Date.	Grantor.	Grantee.	Instrument.
1672, June 5	CHAMPERNOWN, Francis	Nathaniel Fryer	Deed
1669, June 19	CHELSON, Walsingham	William Chelson	Deed
1670, Sept. 17	CLARKE, John et ux.	John Hoole	Deed
1658, May 15	CLEEVES, George	Thomas Kimbell	Deed
1675, June 30	CLOYSE, John et ux.	Thomas Cloyse et ux.	Deed
1666, June 10	COLE, Nicholas, and John Pudington	Francis Johnson	Mortgage
1668, Oct. 6	COLE, Nicholas, and John Pudington et uxx.	Francis Johnson	Deed
1670, June 18	COLE, William	John Barrett	Deposition
1658, July 20	COLLICATT, Richard	Henry Donell	Deed
1673, Mar. 14	CONLEY, Abraham	Peter Wittum	Deed
1675, Dec. 8	CONLEY, Abraham	Nicholas Frost	Deed
1669, Sept. 10	CORBETT, Abraham	Henry Greenland Walter Barefoote	Deed
1669, Sept. 10	CORBETT, Abraham	Henry Greenland Walter Barefoote	Trust deed
1670, Sept. 7	CORBETT, Abraham	All persons	Caution
1672, July 18	CORBETT, Abraham	John Fabines Francis Wane- wright	Mortgage
1672, July 31	CORBETT, Abraham	Nic. Shapleigh	Deed
1662, Mar. 20	COUCH, Joseph	John Bray	Indenture

Folio.	Description.
114	Western part of Champernowne's island, Wood island and the two fishing islands, all in <i>Kittery</i> .
69	House, farm, and all other property at Winter Harbor, <i>Saco</i> .
120	150 acres on Spruce creek, <i>Kittery</i> , originally granted to Hoole by the town.
46	Hog island in Casco bay.
174	60 acres with houses between Well cove and Round cove in <i>Falmouth</i> .
98	229 acres owned severally in <i>Cape Porpoise</i> , and a fishing boat owned in common.
98	Quitclaim to property described above.
81	Concerning Morgan Howell's deed to Barrett.
103	Two acres marsh and 100 acres upland originally granted to William Davess by Thomas Gorges, all in <i>York</i> .
130	3½ acres between Conley's marsh and <i>Kittery</i> highway.
186	100 acres adjoining John Heard in <i>Kittery</i> and 6 acres at the Cedars.
89	Messuage and warehouse at <i>Kittery Point</i> , 80 acres on Spruce creek, and 360 acres occupied by R. Lockewood, all in <i>Kittery</i> .
118	Premises described above, in trust, for the use and benefit of Alice Corbett, the grantor's wife, and their children, John, Elizabeth and Alice.
90	Revocation of deed to Greenland and Barefoote absolutely.
122	40 acres on Spruce creek, <i>Kittery</i> .
152	360 acres (10 excepted) in <i>Kittery</i> , adjoining land lately in possession of Richard Lockewood.
62	Of apprenticeship.

Date.	Grantor.	Grantee.	Instrument.
1629, Feb. 12	COUNCIL for New England	Thomas Lewis Ric. Bonighton	Patent
1631, Nov. 1	COUNCIL for New England	Thos. Cammock	Patent
1633, May 23	COUNCIL for New England, by Walter Neale	Thos. Cammock	Livery
1635, Apr. 22	COUNCIL for New England	John Mason	Deed
1635, Apr. 22	COUNCIL for New England	John Mason	Patent
167 $\frac{1}{2}$ , Mar. 23	CRAFFORD, John et ux.	Nicholas Frost	Deed
1667, Apr. 16	CROCKETT, Ephraim	Abraham Corbett	Deed
1672, June 10	CROCKETT, Ephraim	Francis Champernowne	Deposition
1647, Sept. 21	CROCKETT, Thomas	Robert Mendum	Agreement
1667, May 29	CROCKET, Thomas et ux.	Abraham Corbett	Deed
1670, Aug. 30	CUMMINES, Richard	Edw'd Rishworth	Bond
[No date]	CUTT, John et ux.	John Ameridith	Deed
1674, Jan. 8	CUTT, John	Samuel Fernald	Deed
1674, Feb. 27	DAVESH, John	John Penwill	Deed
	DAVESH, Mary, see John Purrington		
1668, Nov. 2	DEAMAN, John	Henry Mayne Andrew Deaman	Deed

Folio.	Description.
110	Tract between Cape Elizabeth and Cape Porpoise, extending 4 miles along the seashore north of Swanckadock [Saco] river, and 8 miles inland.
87	1500 acres on the east side of <i>Black Point</i> river.
84	Of the lands described above.
14	Territory from middle of Naumkeag river, around Cape Ann, to Piscataqua harbor; thence to head of Newichewannock river; thence northwest until the distance from Piscataqua harbor equals 60 miles; also up Naumkeag river 60 miles, and thence overland till the first 60 mile limit is reached; with the south half of <i>Isles of Shoals</i> ; the whole to be called <i>New Hampshire</i> ; also, 10,000 acres southeast of Sagadahoc river, to be called <i>Masonia</i> .
15	Same tracts described above.
185	60 acres in <i>Kittery</i> , adjoining grantor.
76	6 acres on the north side of <i>Kittery</i> point.
118	Concerning Abraham Corbett's sale of 10 acres in <i>Kittery</i> to Champernowne.
13	To sell house and 4 acres of land at <i>Piscataqua</i> for £9, 10s.
74	House and 2½ acres at <i>Kittery</i> Point.
98	Conditioned to pay £3, 3s.
105	Messuage in <i>Kittery</i> , bought of Elizabeth Dustine.
163	Messuage of 6 acres in <i>Kittery</i> , formerly Andrew Newcombe's.
164	Half of warehouse and wharf in <i>York</i> .
80	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .

Date.	Grantor.	Grantee.	Instrument.
	DERUMQUEN, see Robin-Hood		
1672, July 16	DONNELL, Samuel DUMMARK, Patrick, see Robert Booth	Christopher Carpenter	Deposition
1667, Nov. 18	DYEMENT, John	Will. Dyament	Deed
1678, Mar. 1	EDWARDS, Elizabeth	John Farnald	Deed
1667, June 15	ELLKINES, Christopher	Peter Hincson	Deed
1677, June 20	ELLKINES, Christopher	Joshua Scottow	Deed
1664, Mar. 8	ELLKINES, Thomas	Peter Hinkeson	Deed
1663, Oct. 1	EMERY, Anthony	James Emery	Deed
1673, Sept. 24	EMERY, Anthony	James Emery	Release
1667, Feb. 28	EMERY, James et ux.	William Furbush Daniel Forgiisson	Deed
1665, Oct. 14	ENDELL, Richard	Francis Morgan	Agreement
1670, July 12	EPFS, Daniel	Henry Sayword	Conditional deed
1670, Dec. 14	EPFS, Daniel	Simon Lynde	Assignment
1670, Mar. 18	FENNICK, John et ux.	Peter Lewis	Deed
1671, Sept 9	FIENALD [Furnald], Thomas et ux.	William Farnald	Deed
1671, July 6	FLANSELL, Rowland	Will. Dyament	Deposition
1663, Feb. 5	FOXWELL, Richard	Christopher Pickett [Peckett]	Deed

Folio.	Description.
116	Concerning John Legatt's debt to Carpenter.
113	Messuage of 10 acres on Crooked Lane, <i>Kittery</i> .
144	Messuage of 12 acres near Boiling Rock in <i>Kittery</i> .
23	2 acres marsh northwest of Pine creek [in <i>Scarborough</i> .]
25	Half of plantation in <i>Black Point</i> , formerly owned by John Burrage.
23	8 acres of marsh on Black Point river, [in <i>Scarborough</i> .]
150	20 acres of upland with marsh at York pond in <i>Kittery</i> .
150	From mortgage on land at Cold Harbor, <i>Kittery</i> .
141	150 acres of upland and marsh in <i>Kittery</i> , adjoining Nicholas Frost and Anthony Emery.
13	To pay £60 for 60 acres on the east side of Spruce creek in <i>Kittery</i> .
145	Three farms on Cape Porpoise river and other lands in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with mortgage back.
146	Of claims under above mortgage, and, in case of Sayword's default, of the three farms.
93	Messuage of 12 acres on Spruce creek, <i>Kittery</i> .
147	"Lay Claim" island on Crooked Lane, <i>Kittery</i> .
113	Concerning gift of land to William by his father, John Dya-ment.
53	100 acres between Jonas Bayly and C. Collins, in <i>Scarborough</i> .

Date.	Grantor.	Grantee.	Instrument.
1668, Nov. 14	FOXWELL, Richard	Isaac Waker [Walker]	Mortgage
1664, June 27	FROST, Charles	William Oliver Richard Oliver	Deed
1674, Nov. 9	FROST, John, senior	Arthur Beale	Deed
1658, June 30	FROST, Nicholas	Thomas Crockett	Deposition
1662, Apr. 16	FROST, Nicholas	Thomas Crockett	Deposition
1673, Apr. 28	FROST, Nicholas	Children of Charles Frost and Leighton	Will
1673, Mar. 23	FROST, Nicholas et ux.	Geo. Broughton	Deed
1663, Nov. 2	FRYER, Nathaniel et ux.	Ric. Lockewood	Deed
1668, July 15	FRYER, Nathaniel	Roger Kelly	Deed
1668, Mar. 1	FRYER, Nathaniel et ux.	Christopher Adams	Deed
1671, Sept. 23	FRYER, Nathaniel	Simon Lynde	Deed
1674, May 7	FRYER, Nathaniel et ux.	Humphrey Scammon	Deed
1674, Aug. 26	FRYER, Nathaniel	Thomas Deane	Mortgage
1660, Jan. 2	GARNESY, Elizabeth	Bennett Oliver	Power of attorney
1671, Aug. 12	GARNESY, William, estate of, by Bennett Oliver, attorney	William Rogers	Release
	GEDNEY, see Gydney		
1658, June 25	GEFFERYS, Gregory	Bryan Pendleton	Deed

Folio.	Description.
52	Meadow north of Blue Point river, in <i>Scarborough</i> , bounded on the east by Piggscat river.
100	50 acres on the Newichewannock river in <i>Kittery</i> .
160	Tract on York river near the mouth of <i>York</i> harbor.
1	Concerning possession of neck of land on north side of Spruce creek [in <i>Kittery</i> .]
1	Concerning Thomas Gorges's gift of same tract.
150	Letter giving directions as to his property and conditional bequests of <i>Wells</i> lands and other estate.
175	60 acres adjoining the Commons in <i>Kittery</i> .
134	Messuage of 30 acres and marsh in <i>Kittery</i> , formerly Francis Champernowne's.
88	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
68	100 acres in <i>Kittery</i> , formerly owned by Jeremiah Sheeres.
109	Quitclaim to premises in <i>Kittery</i> , sold to Lynde by Richard Lockewood.
150	House and 120 or 130 acres, between John Trott and William Hammonds, in <i>Wells</i> .
157	Champernowne's island and small islands adjacent, in <i>Kittery</i> .
121	To collect and receipt for the estate of her deceased husband, William Garnesey, in the <i>Isles of Shoals</i> , or elsewhere.
121	Of administratorship in New England.
128	Goat, Folly and Green islands, <i>Cape Porpoise</i> .

Date.	Grantor.	Grantee.	Instrument.
1662, Mar. 29	GIBBINES, James et ux. and Robert Haywood	Thomas Rogers	Deed
1662, Mar. 29	GIBBONS, James et ux. and Robert Haywood	John Smyth	Deed
1662, Mar. 29	GIBBONS, James et ux. and Robert Haywood	Nicholas Edge- come	Deed
1659, Nov. 15	GODFREY, Ann	Henry Donell Samson Anger	Deed
1660, Apr. 2	GODFREY, Ann	Sarah Donell Margaret Donell	Deed
1667, Sept. 14	GODFREY, Ann	Alice Shapleigh	Deed
1642, Dec. 20	GODFREY, Edward	Abraham Preble	Deed
1642, Mar. 16	GODFREY, Edward	John Allcocke	Deed
1652, June 25	GODFREY, Edward	Abraham Preble	Deed
1653, May 10	GODFREY, Edward	Abraham Preble	Deed
1675, July 6	GODFREY, Edward	Abraham Preble	Deed
1667, June 13	GOOCH, Ruth, executrix	John Gooch	Agreement
1675, Apr. 8	GOODRIDGE, Jeremiah	John Bray	Deposition
1640, Mar. 15	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thos. Cammock	Deed
1643, Apr. 9	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Withers	Deed

Folio.	Description.
26	200 acres in <i>Saco</i> on the seashore northeast of Goosefare river.
5	50 acres on Goosefare river in <i>Saco</i> .
41	50 acres on Goosefare river in <i>Saco</i> .
160	20 acres south of York river, near the harbor mouth in <i>York</i> .
42	An island occupied by Henry Donell for fishing and half of the Great island, in <i>York</i> .
34	Farm and buildings in <i>York</i> .
177	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , adjoining Thomas Chambers.
176	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , on the east side of the river, adjoining Abraham Preble.
179	20 acres on Gorges creek, in <i>Gorgeana</i> .
178	10 acres at <i>York</i> , adjoining former grants to Preble.
177	10 acres east side <i>Agamenticus</i> river, southwest of John Allcocke [in <i>York</i> .]
80	Concerning the will of John Gooch, senior.
170	Concerning Phillip Atwell's consent to the bond signed by his wife to warrant Bray's title.
85	Confirming 1500 acres at <i>Black Point</i> , granted by Council for New England, and granting Stratton's islands.
6	4 acres meadow on Spruce creek, <i>Kittery</i> .

Date.	Grantor.	Grantee.	Instrument.
1643, July 15	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Peter Weare	Grant
1643, July 28	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Canny	Grant
1643, Mar. 1	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Withers	Deed
1644, Mar. 20	GORGES, Sir Ferdinando, by Richard Vines, steward general	Thomas Withers	Confirma- tion
1645, Nov. 20	GORGES, Sir Ferdinando by Richard Vines, steward general	Richard Bankes Thomas Curtis Abraham Preble John Twisden	Grant
1672, Sept. 26	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Morgan Howell	Survey
1668, Mar. 15	GRANT, James	Makem Maken- tyre	Assignment
1672, Nov. 2	GRAVES, William	Richard Whitte	Bond
1669, Apr. 10	GREENLAND, Henry	William Broad	Deed
1671, May 24	GREENLAND, Henry	George Norton	Mortgage
1671, Sept. 28	GREENLAND, Henry	George Norton	Prom. note
1672,	GREENLAND, Henry	George Norton	Due bill
1672, Apr. 18	GREENLAND, Henry	Nic. Shapleigh William Bickeum	Mortgage
1672, Apr. 20	GREENLAND, Henry	Nic. Shapleigh Wm. Bickum	Bill of sale
1672, July 15	GREENLAND, Henry	Abraham Corbett	Deed

Folio.	Description.
179	2 acres marsh called Narrow neck, in <i>Gorgeana</i> .
109	3 acres marsh, near Anthony's point, <i>Piscataqua</i> .
6	400 acres on the northeast side of <i>Piscataqua</i> river, and two islands containing 280 acres.
3	600 acres at head of Spruce creek, <i>Kittery</i> , formerly granted by Thomas Gorges.
179	12 acres meadow in <i>Gorgeana</i> .
153	100 acres at <i>Cape Porpoise</i> . See Book I, part 1, folio 29.
90	Of bill of sale.
144	Conditioned to pay £4, 8s.
71	100 acres in <i>Kittery</i> , formerly owned by George Palmer, with buildings.
96	One quarter of pink "Lenham."
192	For £60, 7s.
192	Barrel of mackerel.
116	Messuage at <i>Kittery</i> Point.
117	Half of pink "Santa Maria."
118	Quitclaim of premises conveyed by Corbett's deed on folio 89.

Date.	Grantor.	Grantee.	Instrument.
	GREENLAND, Henry, see Walter Barefoote		
1654, Aug. 4	GUNNISSON, Hugh	Richard Russell	Mortgage
1660, July 20	GUNNISSON, Sarah	William Seely William Rogers	Deed
1674, Oct. 14	GYDNEY [Gedney], Bartholomew	Henry Sayword	Lease
1667, Nov. 11	HAM, William et ux.	Nathaniel Fryer	Deed
1670, Feb. 11	HAMMOND, Jonathan	Israel Harding	Deed
1667, Feb. 26	HAMMONDS, William	Will. Symonds	Deed
1662, Apr. 29	HARBERT, Sylvester et ux.	Nathaniel Fryer	Deed
1670, Feb. 11	HARDING, Israel	Jona. Hammond	Deed
1673, July 1	HARKER, John	John Harker, jun.	Deed
1674, Nov. 17	HARKER, John	William Moore	Deed
1671, June 2	HAEVY, Elizabeth	Thomas Brackett et ux.	Deed
1672, July 27	HAEVIE, Elizabeth	Nathaniel Mitten	Deed
1674, June 12	HATCH, Patience, and Bryan Pendleton by James Pendleton, att'y	Jasper Pullman	Deed
	HATCH, Patience, see Henry Symson		
1668, Oct. 26	HATCH, Philip et ux.	Francis Johnson	Mortgage
	HAYWOOD, Robert, see James Gibbons		

Folio.	Description.
185	Messuage in <i>Kittery</i> .
88	Quitclaim of her interest in all but two acres of the neck of land on Spruce creek at the mouth of Crooked Lane, and in Grantus island, <i>Kittery</i> .
188	Half share in corn and saw mills at <i>Wescustogo</i> .
101	Houses, stages, flakes, &c., on Malaga island, <i>Isles of Shoals</i> , except Tobias Taylour's messuage.
92	Exchange of 100 acres at Stony brook for 200 acres at Myreland in <i>Wells</i> .
100	Four or five acres of sea wall near Drake's island in <i>Wells</i> .
109	30 acres of upland, marsh, and house formerly Francis Champnowne's, in <i>Kittery</i> .
98	Exchange of 200 acres at Myreland, for 100 acres at Stony brook, in <i>Wells</i> .
198	Island in <i>York</i> harbor and undivided fourth part of a tract on York river.
160	Harker's island, containing three acres, in <i>York</i> harbor.
182	Farm on <i>Falmouth</i> Neck, in consideration of grantor's maintenance during life.
123	Land on the Neck in <i>Falmouth</i> , and marsh at Barberry creek.
151	Quitclaim to messuage in <i>York</i> , formerly occupied by Philip Hatch, deceased.
99	5 acres on York river in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
	HIGGON, see Mogg-Heig- gon		
	HILTON, Mannering, see Richard Whitte		
1670, Apr. 18	HODSDEN, Nicholas et ux.	Daniel Goodin	Deposition
1674, Dec. 8	HODSDEN, Nicholas et ux.	John Morrall et ux.	Deed
1672, July 26	HOLMS, Thomas	Christopher Car- penter	Deposition
	HOOD, Robin, see Robin-Hood		
1644, Oct. 10	HOOKE, William	John Gouch Peter Weare	Deed
1644, Oct. 18	HOOKE, William	John Gouch, jun.	Deed
1668, Mar. 15	HOOPER, Edward, notary public	John Bray et ux.	Certificate
1671, Nov. 19	HOULDRIDG, William	Thomas Holms	Due bill
167 $\frac{1}{2}$ , Jan. 15	HOULDRIDG, William se- nior and William junior	Thomas Holms	Due bill
1666, June 16	HOWELL, Morgan	John Barrett	Deed
1666, Aug. 6	HUTCHINSON, Richard, by Eliakim Hutchinson	All persons	Caution
1675, Aug. 22	HUTCHINSON, Richard	William Phillips	Discharge
	JANE, the Indian, see Uphannum		
	JEFFERYS, see Gefferys		
167 $\frac{1}{2}$ , Mar. 7	JENKINS [Jynkines], Reynold	Philadelphia Hayes	Deed

Folio.	Description.
79	Concerning gift of one quarter of mill [in <i>Kittery</i> ] to Goodin by Thomas Spencer.
191	Messuage of 7 acres in <i>Kittery</i> on Birch Point brook.
116	Concerning John Legatt's debt to Carpenter.
178	20 acres each, at Little river near Cape Neddick beach in <i>Gorgeana</i> .
178	10 acres adjoining tract described above.
62	Of Joseph Couch's indenture of apprenticeship.
107	For £28, 10s. 3d.
127	For £12, to close all accounts.
81	60 acres at <i>Cape Porpoise</i> granted by George Cleeve, and 40 acres granted by the town.
7	To protect fourth interest in William Phillips's sawmill and 1000 acres in <i>Saco</i> .
182	Of mortgage recorded on folio 39.
187	Messuage of one acre at <i>Kittery</i> ; also 3½ acres on the old road from Cold Harbor to Sturgeon creek, and half an acre of marsh.

Date.	Grantor.	Grantee.	Instrument.
1663, Jan. 1	JOCELYN, Henry et ux.	John Libby	Deed
1663, Jan. 1	JOCELYN, Henry et ux.	Anthony Roe	Deed
1666, July 16	JOCELYN, Henry	Joshua Scottow	Mortgage
1671, July 7	JOCELYN, Henry	Joshua Scottow	Livery
1661, Aug. 19	JOHN, sagamore of Kennebec	Thomas Watkins	Deed
1675, Feb. 5	JOHNSON, Benjamin	Francis Hooke	Mortgage
1657, June 11	JOHNSON, Edward	Peter Weare Chris. Rogers William Davis	Deposition
1669, Aug. 24	JOHNSON, Edward et ux.	John Carde	Deed
1670, Dec. 23	JOHNSON, James	Henry Sayword	Deed
1669, Jan. 10	JOHNSON, William et ux.	Isaac Everest	Deed
1666, Oct. 22	JONES [Joanes], Alexander	Thomas Withers	Deposition
1667, Feb. 7	JONES, Alexander	Thomas Crockett	Deposition
1673, June 3	JORDAN, Robert et ux.	Walter Gyndall	Deed
1670, June 30	KELLOND, Thomas	Capt. Champernown Nathaniel Fryer	Discharge
1663, July 24	KEMBLE, Thomas and Henry et ux.	Edward Tinge	Deed
1672, Dec. 9	KEMBALL, Henry	Edward Creeke	Assignment

Folio.	Description.
138	Marsh and 50 acres of upland in <i>Scarborough</i> .
153	50 acres in <i>Scarborough</i> , adjoining John Libby.
6	1500 acres called <i>Black Point</i> , bounded south by Saco bay, west by Black Point river, and east by Spurwink brook, running one mile from mouth of brook, thence to nearest point of Black Point river; also Stratton's islands; 750 acres bordering on former tract; personal property and rentals.
98	Of above premises.
38	Tract extending from the high head on the westerly side of Merrymeeting bay a mile and a half up the river, thence to a brook, and a mile wide at the brook, with 20 acres of marsh on the other side of the river.
187	Messuage of 20 acres in <i>York</i> .
179	Concerning the livery of Narrow Neck marsh in <i>York</i> to Weare by Thomas Gorges, who granted at the same time two points of marsh next below to Rogers and Davis.
88	One acre of marsh in <i>York</i> , on the southwest side of York river above the parting.
159	Land and interest in water privilege in <i>Wells</i> .
164	15 acres in <i>York</i> , on the path to Sayword's mills.
23	Concerning grant to Withers on Spruce creek, in <i>Kittery</i> .
113	Concerning Bryan Pendleton's claim to Crockett's land.
133	50 acres on the east side of Spurwink river, in <i>Falmouth</i> .
121	Of caution recorded in Book I, part 1, folio 151.
46	Hog island in Casco bay.
166	Of interest in Richard Potts's promissory note.

Date.	Grantor.	Grantee.	Instrument.
1651, Apr. 8	KITTERY, town of	Humphrey Chadborne Thomas Spencer	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne	Grant
1652, May 24	KITTERY, town of	Thomas Withers	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne Thomas Spencer	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne	Grant
1654, June 19	KITTERY, town of	John White	Grant
1655, Dec. 4	KITTERY, town of	Ryse Tommass	Confirmation
1659, June 24	KITTERY, town of	Humphrey Chadborne	Grant
1659, Oct. 16	KITTERY, town of	Richard Tozier	Grant
1667, May 10	KITTERY, town of	William Seely	Grant
1672, Oct. 15	KITTERY, town of	John Wincoll	Survey
1672, Oct. 15	KITTERY, town of	Geo. Broughton	Survey
1672, Oct. 15	KITTERY, town of	John Broughton	Survey
1672, Oct. 15	KITTERY, town of	Elizabeth Broughton	Survey
1674, Oct. 8	KNIGHT, Ezekiel, junior KNIGHTS, Richard, see John Ridman	Samuel Storer	Deed
1658, Dec. 7	KNIGHT, Robert	Peter Weare	Deposition
1666, July 16	KNIGHT, Robert, and John Alloocke	James Mills	Deposition

Folio.	Description.
96	Tom Tinker's swamp and 500 pine trees in common, and 30 acres of meadow at Saco pond to Chadborne.
97	200 acres between Thomas Broughton and Richard Leader.
7	800 acres near head of Spruce creek, including 100 acres at Eagle point and 100 acres at Martin's cove.
97	Of pine trees in the swamp beyond Tom Tinker's.
97	100 acres adjoining his 30 acres of meadow.
108	20 acres on Crooked Lane.
2	Of a former grant of the neck southwest of Spruce creek.
97	100 acres adjoining grant of May 24, 1652.
40	60 acres adjoining William Pyle's lot above Salmon falls.
31	Land west of Spruce creek.
126	200 acres adjoining Andrew Searl's grant.
126	100 acres above Salmon falls, adjoining John Wincoll.
126	100 acres adjoining George Broughton.
126	100 acres adjoining John Broughton.
158	8 acres salt marsh on Webhannet river in <i>Wells</i> .
180	Concerning livery of Narrow Neck marsh, <i>York</i> , to Weare by Thomas Gorges.
5	Concerning Mill's parentage.

Date.	Grantor.	Grantee.	Instrument.
1671, July 13	LADBROOKE, Mary	John Wheelwright	Deposition
1666, July 7	LAMBE, John	Edward Start	Deed
1671, Nov. 19	LANCASTER, William	Thomas Holmes	Contract
[No date.]	LANCASTER, William	Thomas Holmes	Due bill
1672, May 13	LITTLEFEILD, Francis, senior	John Littlefeild, senior	Deed
1673, Feb. 23	LITTLEFEILD, Francis, senior, et ux.	John Manning	Deed
1664, May 22	LITTLEFEILD, Francis, junior, et ux.	John Gattensby	Deed
1673, Feb. 6	LITTLEFEILD, Francis, junior, et ux.	Peter Cloyse	Deed
1674, Feb. 5	LITTLEFEILD, Francis, junior	Meribah Littlefeild, wife, and ten children	Will
1661, Oct. 23	LITTLEFEILD, John et ux.	Samuel Austin	Deed
1669, Dec. 23	LITTLEFEILD, John, sen.	Francis Littlefeild, senior	Deed
	LITTLEFEILD, John, see John Wheelwright		
1664, Apr. 30	LITTLEFEILD, Thomas	John Gattensby	Deed
1671, Sept. 22	LOCKWOOD, Richard et ux.	Simon Lynde	Deed
1672, Apr. 4	LOVERELL, John	Abraham Tillton	Indenture
1667, Apr. 29	MACKWORTH, Jane	Abraham Ad-dams	Deed
1669, May 8	MADDIVER, Michael and Joel	Walter Gyndall [Gendall]	Deed

Folio.	Description.
102	Concerning the boundaries of his farm in <i>Wells</i> .
49	House and land in <i>Gorgeana</i> .
107	To build fence in payment for a horse.
107	For £4, 9s.
122	Share in saw mill, &c., at Ogunquit falls in <i>Wells</i> .
161	Five or six acres marsh at Ogunquit in <i>Wells</i> .
82	210 acres at Totnock and the Willows, in <i>Wells</i> .
149	Tract of upland on the west side of Webhannet river in <i>Wells</i> .
166	Land, mills and other property in <i>Wells</i> .
73	Home lot in <i>Wells</i> formerly owned by Thomas Warriner, with other lands granted to Littlefield by the town.
103	Half of timber rights and mill privilege at the upper falls of Ogunquit river, <i>Wells</i> .
82	210 acres of upland and marsh at Totnock and the Willows in <i>Wells</i> .
108	30 acres of upland, house, and meadow, formerly Francis Champernoon's, in <i>Kittery</i> .
129	Of apprenticeship.
27	Island opposite her house in <i>Falmouth</i> with 6 acres west and marsh east of Skitterygusset creek.
100	Exchanging plantation in <i>Scarborough</i> for John Guy's plantation at Papuding.

Date.	Grantor.	Grantee.	Instrument.
1669, July 14	MADIVER, Michael	Joel Madiver	Deed
1674, Sept. 16	MAISTERS, John	William Partridg	Indenture
1672, Apr. 6	MARSHALL, Robert	Francis Morgan	Due bill
1672, July 22	MARSHALL, Robert	John Bray	Due bill
1674, Sept. 16	MARSHALL, Robert	George Norton	Mortgage
1673, Dec. 10	MARTYNE, Dorothy	Robert Corbine	Deed
1664, May 3	MASON, Robert	Richard Nicolls	Power of attorney
1666, Nov. 20	MASON, Robert, by Richard Nicholls, attorney	Nicholas Shapleigh	Substitution
1671, Sept. 4	MAXWELL, Alexander et ux.	Michum Mackentyre	Deed
1658, June 29	MENDUM, Robert	Thomas Crockett	Deposition
1672, Dec. 18	MILLER, John	George Pearson	Receipt
1666, May 4	MILLS, James	James Grant	Deed
1665, Apr. 22	MICHELL, John, estate of, by Francis and Sarah Morgan, administrators	John Cutt	Deed
1665, Apr. 22	MICHELL, John, estate of by Francis and Sarah Morgan, administrators	John Cutt	Deed
1674, Oct. 5	MITTON, Nathaniel	Rio. Powsland	Deed
1664, May 31	MOGG-HEIGON, sagamore	William Phillips	Deed
1669, Apr. 20	MOORE, Daniel	Andrew Newcombe	Deed
1673, Aug. 25	MORGAN, Francis	Nicholas Shapleigh	Mortgage

Folio.	Description.
69	Farm at Papuding in <i>Falmouth</i> , bought of Walter Gendall.
159	Of apprenticeship.
167	£20, 13s. 5d. payable on demand.
167	£17, payable in September, 1672.
96	Of $\frac{1}{4}$ of the pink "Lenham."
183	Personalty and real property in <i>Falmouth</i> , subject to legacies of Richard Martyne and her support.
19	To manage his affairs in New England, with power of substitution.
21	Under above power of attorney.
104	Four or five acres in <i>York</i> , on which grantee's house stands.
1	Concerning acts of ownership by felling timber [on Spruce creek in <i>Kittery</i> .]
127	Of consideration for house and land at Jeremysquam bay.
3	2 acres meadow north of southwest branch of <i>York</i> river.
9	110 acres on Spruce creek in <i>Kittery</i> , between Goose creek and Marshy cove.
9	2 acres marsh near Braveboat harbor, <i>Kittery</i> , formerly belonging to John Lander.
183	50 acres in <i>Falmouth</i> , granted to Mitton by George Cleeve.
45	Tract between Saco river and Kennebunk river, from the seashore to Salmon falls in Saco river, about 15 miles above the mills at Saco falls.
162	Message of 6 acres at Emery's point in <i>Kittery</i> .
153	10 acres at Morgan's point in <i>Kittery</i> .

Date.	Grantor.	Grantee.	Instrument.
	MORGAN, Francis, see William West		
1673, May 12	MORRALL, John et ux.	Miles Tomson	Deed
1669, July 3	MOSES, John	Joseph Waker Thomas Crebar	Lease
1657, Jan. 23	MOWLTON, Thomas	Alex. Maxwell	Deed
[No date.]	NANNY, Robert		Deed
1659, June 14	NANUDEMANCE, Indian	John Parker	Deed
	NEW ENGLAND COUNCIL, see Council for New England		
1664, Dec. 15	NICHODENAHANT, Quesemenecke and Obyhas, sagamores	George Davis	Deed
1671, May 24	NORTON, George	Walter Barefoote Henry Greenland Robert Marshall	Release
1671, Mar. 28	NUTTER, Hatevill	John Roberts, senior	Deed
	OBYHAS, sagamore, see Nichodenahant		
1673, Mar. 17	OLIVER, William	Wm. Goodhue	Mortgage
1663, Aug. 28	PALMER, George	Mr. Lyde	Deposition
1666, Oct. 15	PALMER, George et ux.	Henry Greenland	Deed
1661, Sept. 6	PALMER, William	Thomas Crockett	Deposition
1669, Aug. 24	PALMER, William	William King et ux.	Deed
1670, Apr. 21	PALMER, William	Peter Glanefeild	Deed

Folio.	Description.
141	Meadow on Black creek, <i>Kittery</i> , bought of Hatevill Nutter.
108	100 acres on Casco bay granted to Moses by George Cleeve and Richard Tucker.
113	Land in <i>York</i> , bought of John Allcocke.
107	Description, name of grantee, and date missing. Acknowledged June 3, 1663.
13	Tract bounded on the east by Sagadahoc river, from the first high head on the west side of the river to Winnegance creek, about six miles, and on the west by Casco bay.
8	4000 acres between Wiscasset bay and Montsweag bay and the Kennebec river, from the upper narrows of Sheepscot river to Jeremysquam river.
96	Of one-fourth of consideration for building the pink "Lendam," secured by former bond.
110	Three acres marsh in <i>Kittery</i> bought of Thomas Canny, senior.
149	House and 50 acres, half the grant by the town of <i>Kittery</i> to Charles Frost.
8	Concerning Walter Barefoote's sequestering chattels levied upon as Sylvester Harbert's.
101	100 acres in <i>Kittery</i> , bought of Walter Barefoote.
2	Concerning acts of ownership by clearing land on Spruce creek [in <i>Kittery</i> .]
151	16 or 18 acres in <i>Kittery</i> between the sea and the head of Mast cove.
123	12 acres in <i>Kittery</i> , in consideration of the care and bringing up of Palmer's daughter by Glanefeild.

Date.	Grantor.	Grantee.	Instrument.
167 $\frac{1}{2}$ , Mar. 1	PALMER, William PARTRIDG, William, see John Maisters	Chris. Addams	Deed
1670, Dec. 29	PATY, Thomas	Henry Sayword	Deed
1670, June 19	PEARCE, John et ux.  PECKETT, see Pickett	Makem Macken- tyre	Deed
1671, May 25	PENDLETON, Bryan  PENDLETON, Bryan, see Patience Hatch	Joshua Moodey Richard Martin	Trust deed
1668, July 11	PENDLETON, James et ux.	Edward Bennet John Winsland	Deed
1669, Mar. 18	PENDLETON, James et ux.	William Oliver Benedict Oliver	Deed
1670, Jan. 1	PENEWELL, Joseph	Abraham Brown	Bill of sale
1674, Aug. 6	PHILLIPS, Nathaniel	John Powell	Deed
1652, Dec. 13	PHILLIPS, Thomas	John Smyth	Prom. note
1661, Oct. 1	PHILLIPS, William	Arthur Wormes- tall	Deed
1662, Nov. 28	PHILLIPS, William	John and Eliza- beth Allden	Deed
1663, Oct. 20	PHILLIPS, William	Nicholas Bully	Receipt
1664, May 4	PHILLIPS, William et ux.	Bryan Pendleton	Deed
1666, Feb. 18	PHILLIPS, William et ux.	Richard Russell	Deed
1667, Oct. 8	PHILLIPS, William	Roger Hill	Deed

Folio.	Description.
184	Palmer's point, on Piscataqua river in <i>Kittery</i> .
168	Interest in a mill privilege on Cape Porpoise river in <i>Wells</i> .
90	40 acres on the southwest side of Dummer's marsh, and two acres meadow on the southwest branch of York river, in <i>York</i> .
97	Messuage and other lands at Winter Harbor, <i>Saco</i> , with Wood island and Gibbons island, in trust for Pendleton Fletcher.
79	50 acres on Spruce creek in <i>Kittery</i> .
99	House, fishing stage and flake room on Smuttynose island, <i>Isles of Shoals</i> .
90	One sixteenth of the ship "True Dealing," of York.
169	Lands in <i>Saco</i> conveyed to grantor by William Phillips and described in folio 154.
173	To pay £10 in June, 1653.
124	Upland at Otter creek in <i>Saco</i> .
35	One fourth of saw mill and appurtenances at <i>Saco</i> falls.
25	£5 to satisfy two judgments and costs.
94	100 acres called West's point [in <i>Saco</i> ] with 400 acres adjoining; also, Timber island at the mouth of Little river.
23	2000 acres north of Edward Tyng, running 2 miles along the southwest side of Saco river, above <i>Saco</i> falls.
36	Quitclaim to premises conveyed by Joseph Bolles to Peter Hill.

Date.	Grantor.	Grantee.	Instrument.
1667, Oct. 8	PHILLIPS, William	Roger Hill	Deed
1667, Mar. 7	PHILLIPS, William	Edward Tyng	Deed
1667, Mar. 8	PHILLIPS, William	Edward Tyng	Receipt
1667, Mar. 18	PHILLIPS, William et ux.	Ric. Hutchinson	Mortgage
1667, Mar. 18	PHILLIPS, William et ux.	Robert Pattishall	Deed
1675, June 14	PHILLIPS, William et ux.	Ric. Pattishall	Livery
1668, July 22	PHILLIPS, William et ux.	Ric. Hitchcock	Deed
1668, Sept. 20	PHILLIPS, William	Bridget Phillips	Deed
1669, May 7	PHILLIPS, William	John Leverett	Deed
1673, Apr. 24	PHILLIPS, William	Bryan Pendleton	Livery
1673, Aug. 13	PHILLIPS, William et ux.	Richard Russell	Deed
1673, Oct. 23	PHILLIPS, William et ux.	Wm. Hutchinson	Deed
1673, Dec. 27	PHILLIPS, William et ux.	Chris. Hobbs	Deed
1674, June 6	PHILLIPS, William	Humphrey War- rine	Lease
1674, July 1	PHILLIPS, William et ux.	Nath'l Phillips	Deed

Folio	Description.
37	Quitclaim to premises conveyed by Richard Vines to Jane Andrews.
47	1500 acres running one mile above Saco falls, on Saco river.
49	Of the consideration for the above conveyance.
39	Tract a mile long to contain 1000 acres, above Saco falls, northwest of Swan pond creek; also, a quarter of saw mill at Saco falls.
172	4000 acres on Saco river, to begin either at Governor Leverett's outer bounds or at Salmon falls and thence downward to Richard Russell's land.
173	Of above tract, located at Salmon falls.
124	Messuage, 10 acres woodland, marsh at Duck pond and Batter's island, in <i>Saco</i> , and land formerly William Scadlocke's in <i>Cape Porpoise</i> .
132	Life estate in grist mill at <i>Saco</i> falls.
65	Tract three miles square above Saco falls, on the west side of the river and north of Richard Russell.
168	
140	Tracts described in folio 94, and another tract in exchange for Cow island.
135	2500 acres west side of Saco river, beginning at Salmon falls and running a mile up the river, and one sixteenth of the Saco silver mines, containing about 500 acres.
181	Tract 4 miles broad with 137 perches front on <i>Saco</i> river, where the tide ebbs and flows, and 50 acres in Cranberry marsh.
182	Messuage and 300 acres, between Saco river and Davis brook, in <i>Saco</i> .
174	Land in <i>Saco</i> conveyed to Nathaniel Phillips, Sept. 18, 1668, lessee to account to said Nathaniel or his successors if any appear.
154	Parker's neck in <i>Saco</i> , and a tract extending a mile and a quarter on Saco river, between Bryan Pendleton and Christopher Hobbs, and running back from the river four miles.

Date.	Grantor.	Grantee.	Instrument .
1668, Nov. 13	PICKETT [Peckett], Christopher	John Budesert	Deed
1671, Apr. 18	PLAYSTEAD, Roger et ux.  PLYMOUTH COUNCIL, see Council for New Eng- land	Geo. Broughton John Broughton	Deed
1670, Oct. 22	POMEROY, Richard	Thomas Daniell	Mortgage
1671, Nov. 10	POTTS, Richard	Edward Creeke	Prom. note
1672, Dec. 7	POTTS, Richard  PUDINGTON, John, see Nicholas Cole	Henry Kemball Edward Creeke	Prom. note
1674, Nov. 2	PURINGTON, John, and Mary Davess	John Penuill	Deed
1665, July 7	PLYE, Miles	Robert Haynes	Deed
1665, July 7	PILE, Miles  QUESEMENECKE, saga- more, see Nichodena- hant	Robert Haynes	Bond
1668, Nov. 30	READMAN [Ridman], John, and Richard Knights	Peter Lewis	Deed
1671, July 6	READMAN, John  RENALDS, William, see John Batson	Henry Sayword	Deed
1667, June 1	RENOLS, William, junior  RIDMAN, see Readman	Francis Johnson	Mortgage
1667, Aug. 28	RISHWORTH, Edward	Richard Hardy	Deed
1675, Mar. 27	RISHWORTH, Edward et ux.	Job Allcocke	Deed

Folio.	Description.
55	Land in <i>Scarborough</i> conveyed to Pickett by Richard Foxwell.
96	3 acres adjoining Salmon falls mills in <i>Kittery</i> .
93	House, fishing stage, &c., on Hog island, <i>Isles of Shoals</i> .
166	For £7, 10s. payable on demand.
166	For £17, 11s. 2d. payable in six months and three days.
160	House lot in <i>York</i> .
4	Garden, house, &c., on Hog island, <i>Isles of Shoals</i> .
4	Conditioned to observe covenants in the above deed.
57	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
162	50 acres in <i>York</i> , east of York river, and southeast of Mill creek, granted to Margaret Knight by Thomas Gorges.
99	205 acres in <i>Cape Porpoise</i> , adjoining William Renols, senior.
33	32 acres in <i>York</i> , at the mouth of the old Mill creek.
180	One acre adjoining Rishworth in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
1660, May 29	ROBIN-HOOD, Terrum- quin and Weasomonas- coe, sagamores, and Scawque and Abum- hamen, Indians	Robert Gutch	Deed
1673, Jan. 19	ROBIN-HOODE, Derum- quen, Abumhaman, Werumby and Robine, sagamores  ROBINE, see Robin-Hood	Thomas Stephens	Deed
1670, Sept. 7	ROBINSON, Francis	Henry Jocelyn	Deposition
1645, July 21	ROGERS, Christopher	John Gouch	Deed
1654, June 22	SACO, town of	Jane Andrews	Confirma- tion
1659, Aug. 27	SACO, town of	Thomas Rogers	Grant
1670, Oct. 21	SANDERS, John, senior, estate, by Ann Sanders, executrix, and Thomas Sanders	Andrew Alger	Deed
1673, Oct. 6	SANDERS, John et ux.	Bryan Pendleton	Deed
1669, July 7	SAYWORD, Henry	Edw. Rishworth	Deed
1672, June 20	SAYWORD, Henry	Robert Gibbs	Mortgage
1673, Sept. 2	SAYWORD, Henry	Simon Lynde	Mortgage
1674, Apr. 17	SAYWORD, Henry	Nathaniel Fryer	Mortgage
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Deed

Folio.	Description.
32	Tract on Kennebec river, over against Tuessicke [Nauseag], from the Point of Rocks upward to a point opposite to Winslow's rocks, including half the Winnegance meadows, and extending three miles into the land.
191	Tract on <i>Wescustogo</i> river, from the first falls to the head of the river, and in breadth two miles on each side of the river.
84	Concerning the bounds of Thomas Cammock's land at <i>Spurwink</i> .
179	Point of marsh on the south side of Agamenticus river in <i>Gorgeana</i> .
37	Of grant by Richard Vines.
27	15 acres at the rocks beyond Goosefare creek; also 150 acres upland, and 12 acres marsh east or northeast of Richard Cummines.
127	100 acres in <i>Cape Porpoise</i> , adjoining Simon Bussy.
189	100 acres in <i>Cape Porpoise</i> , southwest of Long cove.
67	Marsh above old mill site exchanged for Rishworth's marsh opposite Sayword's mill.
114	One square mile in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with dwelling house and mill.
144	Half share in mills and lands at Mousam mills on Cape Porpoise river, in <i>Wells</i> .
148	370 acres on the southwest side of York river, granted to Sayword by the town of <i>York</i> .
189	Half share in mills at <i>Wescustogo</i> .

Date.	Grantor.	Grantee.	Instrument.
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Mortgage
1675, June 3	SAYWORD, Henry	Henry Brown	Deed
	SAYWORD, Henry, see Daniel Epps	James Oare	
1671, July 4	SCADLOCKE, Samuel	Will. Symonds	Execution
1673, May 23	SCADLOCKE, Samuel	Will. Symonds	Deed
1664, July 2	SCADLOCKE, William	Arthur Worme- stall	Deed
	SCAWQUE, see Robin-Hood		
1669, Aug. 24	SCOTTOW, Joshua	Peter Hinkeson	Deed
1666, Apr. 10	SEALY, William	William Harris	Deed
1669, Dec. 1	SEALY, William	Francis Wain- wright	Mortgage
1673, May 15	SEARES, John	James Lane,	Deed
1667, Sept. 13	SEARLE, Andrew and Moses Spencer	Humphrey Chad- burne's heirs	Deposition
1667, Sept. 14	SHAPLEIGH, Nicholas	Ann Godfrey	Bond
1674, Aug. 24	SHAPLEIGH, Nicholas et ux.	Francis Hooke	Deed
1664, Nov. 14	SHEERES, Jeremiah et ux.	Nathaniel Fryer	Deed
1669, May 7	SHEARS, Jeremy	Susannah Shears	Bill of sale
1667, Dec. 13	SHEPARD, John	William Seely	Deed
1662, Feb. 23	SMALL, Francis	George Munjoy	Mortgage
1650, June 27	SMITH, John	Nicholas Bully	Agreement

Folio.	Description.
189	Remaining half share of mills at <i>Wescustogo</i> .
167	200 acres at Mousam in <i>Wells</i> .
137	One sixth of farm on Little river in <i>Cape Porpoise</i> .
137	Premises described above.
124	12 acres marsh on Little river in <i>Saco</i> .
154	10 acres marsh in <i>Scarborough</i> , near Pine Tree creek.
72	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
79	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> ,
134	Redding's island, land on Mare Point neck, and 60 acres marsh formerly belonging to Thomas Redding, all in <i>Wescustogo</i> .
30	Attestation of Chadburne's will.
67	Conditioned to pay her £20 yearly for life.
155	Three acres and house built by Roger Russell at <i>Kittery</i> Point.
67	100 acres on the north side of Piscataqua river, granted to Sheeres by the town of <i>Kittery</i> .
70	Colt.
112	Messuage of 10 acres on Spruce creek, <i>Kittery</i> .
116	Land or housing at Ossipee and all Indian debts due Small.
11	Concerning the sale of Smith's plantation in <i>Saco</i> .

Date.	Grantor.	Grantee.	Instrument.
1650, July 21	SMYTH, John	Nicholas Bully	Deed
1662, June 5	SMYTH, John	Nicholas Bully	Receipt
1671, May 1	SMYTH, John	James Jackson	Deed
1674, July 6	SMYTH, John, senior	Edw. Rishworth	Assignment
1674, Oct. 23	SMYTH, John, senior	John Smyth, jun.	Deed
	SMYTH, James, see Richard Tozier		
	SPENCER, Moses, see Andrew Searle		
1669, May 26	SPENCER, Roger	Thomas Savage	Deed
1663, Oct. 20	SPENCER, Thomas et ux.	William Spencer	Deed
1667, Aug. 14	SPENCER, Thomas et ux.	Daniel Gooding	Deed
1669, Dec. 27	SPENCER, Thomas	William Spencer	Bill of sale
1672, June 17	SQUIRE, Bernard,	Thomas Crockett	Deposition
1666, Nov. 24	START, Edward et ux.	John Card	Deed
1674, Oct. 12	STEPHENS [Stevens], Thomas et ux.	Henry Sayword Bartho. Gydne	Deed
1674, Oct. 13	STEPHENS [Stevens], Thomas et ux.	William Ryall	Power of attorney
1670, Jan. 31	STORER, Joseph and Ben- jamin	Samuel Austine	Release
1671, Oct. 28	STORER, Jeremiah	Samuel Austine	Discharge

Folio.	Description.
10	Land [in <i>Saco</i> ] sold to Smyth by Richard Vines, April 8, 1642, and Oct. 23, 1643.
11	For consideration for the above conveyance.
130	Tract adjoining Peter Weare in <i>York</i> , in exchange for 40 acres from Jackson on Cape Neddick river.
173	Thomas Phillips's promissory note.
159	House and 100 acres of upland, &c., in <i>York</i> , reserving a life estate therein.
63	One quarter of sawmill near the great falls on Saco river, and a tract bought of the Indians extending three miles up the river and three miles on either side.
175	Land at <i>Newichewannock</i> falls in <i>Kittery</i> , reserving a life estate in 8 acres of meadow at Willcocks pond.
31	Six acres in <i>Newichewannock</i> , <i>Kittery</i> .
80	Of timber in Tom Tinker's and Great swamps in <i>Kittery</i> .
113	Concerning Crockett's ownership of land on Spruce creek, <i>Kittery</i> .
49	Messuage and other land in <i>Gorgeana</i> . Wife signed Nov. 1, 1668.
190	Tract from <i>Wescustogo</i> falls to the head of the river, extending two miles on each side.
190	To deliver possession to Sayword and Gydney of the above premises.
91	Of claim to their father's estate, in consideration of conveyance of land, with agreement to winter cattle and furnish pasturage for the benefit of Austine and his wife, their mother.
121	Of all demands.

Date.	Grantor.	Grantee.	Instrument.
1674, Oct. 9	STORER, Samuel	Samuel Austine	Discharge
1669, June 19	SYMONS, Harlakenden	Henry Kemble [Kimble]	Deed
1670, Aug. 6	SYMONDS, Harlakenden	Thomas Estman	Deed
1667, Apr. 18	SYMMONS, John	William Hilton	Deed
1668, June 4	SYMONDS, John et ux.	John More	Deed
1669, July 23	SYMMONES, John et ux.	Thomas Spinney	Deed
1670, June 28	SYMMONS, John	Thomas Spinney	Discharge
1670, July 26	SYMONDS, Samuel	Thomas Estman	Deed
1674, Aug. 11	SYMSON, Henry	Patience Hatch	Agreement
1670, July 7	TAYLOUR, Tobias	Nathaniel Fryer	Deed
	TERRUMQUIN, see Robin-Hood		
1671, Sept. 21	THING, Jonathan	John Wheelwright	Deposition
	THOMAS, see Tommass		
1675, Oct. 8	THORNETON, Robert et ux.	Josiah Willes	Deed
1667, Jan. 28	THURLAY, Thomas	Thomas Wells, junior	Deed
1672, April 4	TILLTON, Abraham	Ezekiel Knightt	Receipt
1672, Mar. 8	TILLTON, Abraham et ux.	Miles Tomson, senior Israel Hodgden	Deed
1672, Nov. 23	TOMMASS, Rice	Nic. Shapleigh	Deed
1668, Apr. 23	TOZIER, Richard	James Smyth	Agreement

Folio.	Description.
158	Of all demands.
75	600 acres in tract north of Cape Porpoise, between William Phillips and George Farrow.
95	100 acres west of Kennebunk river, part of tract bought of John Bush and Peter Turbutt.
33	Homestead in <i>Kittery</i> .
57	20 acres at Great cove, <i>Kittery</i> .
143	20 acres in the tract granted to Daniel Paul, Christian Ramacke and others by the town of <i>Kittery</i> .
143	Of all demands.
95	150 acres at <i>Coxhall</i> , part of 1000 acres conveyed to him by Harlakenden Symonds.
155	As to her occupancy of his land in <i>York</i> .
81	Message on Malaga island, <i>Isles of Shoals</i> .
104	Concerning bounds of Whelewright's land in <i>Wells</i> .
186	Quitclaim to Chepeag, or Merry's island [in Casco bay.]
140	200 acres upland and 42 acres marsh in <i>Wells</i> .
130	For £10 on account of John Loverell, apprentice.
141	40 acres upland, with meadow, granted to Renald Junkines by the town of <i>Kittery</i> .
156	Message at Braveboat harbor in <i>Kittery</i> .
40	Fixing dividing line of farms in <i>Kittery</i> .
41	

Date.	Grantor.	Grantee.	Instrument.
1659, Aug. 16	TURNER, Thomas	George Walton	Mortgage
1674, July 4	TURNER, Thomas et ux.	Peter Staple	Deed
1659, Sept. 19	UPHANNUM, <i>alias</i> Jane the Indian	Andrew Alger Arthur Alger	Deposition
1674, June 12	UPHANNUM, <i>alias</i> Jane	Andrew Alger Arthur Alger	Deposition
1672, Feb. 28	VEASY, George et ux.	John Wincoll	Deed
1689, Aug. 1	VINES, Richard	Jane Andrews	Deed
1642, Apr. 8	VINES, Richard	John Smyth	Deed
1643, Oct. 23	VINES, Richard	John Smyth	Deed
1666, July 16	WADLEYGH, Robert	Henry Greene- land	Deed
1671, Aug. 15	WALKER, Isaac	John Smith	Deposition
[No date.]	WALTON, George	Francis Champer- nown	Discharge
1674, June 6	WARRINE, Humphrey	Nath'l Phillips	Covenant
1673, Apr. 10	WATTS, Henry	Ralph Allison	Deed
1650, Mar. 16	WEARE, Peter	John Gooch	Deed
1650, Mar. 16	WEARE, Peter	John Gooch	Deed
1658, Dec. 7	WEARE, Peter	Christo. Rogers William Davis	Deposition
1674, Mar. 11	WEARE, Peter, senior, et ux.	James Jackson	Deed
1675, June 16	WEARE, Peter, senior, et ux.	James Jackson	Deed
	WEASOMONASCOE, see Robin-Hood		

Folio.	Description.
38	20 acres northeast of C. Ramacke in <i>Kittery</i> .
155	Farm in <i>Kittery</i> adjoining Richard Miller and John Symonds.
113	Concerning the sale of a tract on Blue Point river in <i>Scarborough</i> to the Algers, in 1651, by the deponent, her mother and her brother jointly.
154	That the tract described above was conveyed to the Algers, their heirs, executors, administrators and assigns, forever.
128	50 acres granted Veasy by the town of <i>Kittery</i> .
36	100 acres west of Saco river, adjoining William Scadlocke.
10	100 acres [in <i>Saco</i> ] on the south side of Saco river.
10	Land between that above granted and Thomas Williams.
43	Dwelling and brewhouse at <i>Kittery</i> point, on land purchased of Nicholas Shapleigh.
178	Witnessing Thomas Phillips's promissory note.
186	Of mortgage recorded in fol. 37.
174	To account for rents collected.
148	Half of Watts's farm and mill in <i>Scarborough</i> .
177	Land in <i>Agamenticus</i> sold to Weare by John Allcocke.
179	Marsh in <i>Agamenticus</i> granted Weare by Gorges.
180	Concerning a grant of marsh in <i>York</i> , on the southwest branch of York river, by Thomas Gorges.
147	12 acres of meadow, more or less, on the northwest side of Wells path in <i>York</i> .
172	Strip of upland adjoining Jackson's land at Cape Neddick in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
1659, Dec. 7	WELLS, town of	Rob't Wadleigh Francis Littlefeild, junior Thos. Littlefeild Thomas Mills	Grant
1667, May 24	WELLS, town of	John Wheelwright	Survey
1668, Apr. 20	WELLS, town of WERUMBY, see Robin-Hood	Joseph Cross	Grant
1671, Nov. 10	WEST, William	Francis Morgan	Contract
1666, June 19	WHARFE, Nathaniel et ux.	Francis Neale	Deed
1671, July 6	WHEELLEWRIGHT, John	John Littlefeild	Agreement
1671, July 6	WHEELLEWRIGHT, John	John Littlefeild Francis Littlefeild, senior	Deed
1667, Dec. 2	WHITE, John et ux.	George Lidden	Assignment
1669, June 24	WHITTE, John	Thomas Crockett	Deposition
1670, May 9	WHITT, John et ux.	George Lidden	Deed
1667, Nov. 25	WHITTE, Nicholas	John Wallis	Deed
1667, Nov. 25	WHITTE, Nicholas	John Wallis	Receipt
1672, Aug. 20	WHITTE, Nicholas, estate by William Haynes	John Wallis	Receipt
1673, July 17	WHITTE, Nicholas, estate by William Haynes	John Wallis	Discharge
1667, June 4	WHITTE, Richard and Arthur Beale Mannering Hilton	Francis Johnson	Mortgage
1662, June 14	WILLIAMS, Thomas	Arthur Wormestall	Deed

Folio.	Description.
82	Marsh at Totnock and the Willows and 200 acres apiece of adjacent upland.
40 41	Tract granted by Henry Boad and Edward Rishworth, commissioners.
110	150 acres at Ogunquit river, between Thomas Littlefeild and Mr. Whelewright.
138	For labor in payment for medical treatment.
82	Quitclaim to property sold to Neale by Jane Mackworth.
102	Composing differences about a mill privilege on Ogunquit river in <i>Wells</i> .
104	Mill privilege and timber rights granted by the General Court of Maine, Oct. 15, 1650.
108	Of grant by town of <i>Kittery</i> , on Crooked Lane.
113	Concerning Captain Pendleton's claim to Crockett's land in <i>Kittery</i> .
107	20 acres with house on Crooked Lane, <i>Kittery</i> .
181	Plantation at Papoding in <i>Falmouth</i> .
181	Part payment of consideration of above conveyance.
181	Further payment of consideration of above conveyance.
181	Last payment of consideration of above conveyance.
33	Homesteads in <i>York</i> and other property.
125	Half of messuage of 120 acres at Winter Harbor, <i>Saco</i> .

Date.	Grantor.	Grantee.	Instrument.
1662, June 23	WILLIAMS, Thomas	Arthur Worme- stall	Bond
1671, May 31	WINCOLL, John	Benoni Hodgden	Deed
1674, June 16	WINCOLL, John	Nic. Hodgden	Deed
1674, July 21	WINCOLL, John	Moses Woster	Deed
1668, Nov. 5	WINSLAND, John and Edward Bennet	John More, jun.	Deed
1666, Apr. 4	WITHERS, Thomas	John Fennick	Deed
1667, Apr. 20	WITHERS, Thomas	John Ball	Deed
1671, Apr. 25	WITHERS, Thomas	Sarah Withers John Shapleigh	Deed
1671, July 24	WITHERS, Thomas	Mary Withers Elizabeth Withers	Deed
1672, Nov. 1	WITHERS, Thomas et ux.	John Hoole	Deed
1673, Nov. 12	WITHERS, Thomas	William Addams	Deed
1674, Feb. 4	WITHERS, Thomas	Elizabeth Withers	Deed
1675, July 7	WITHERS, Thomas	Enoch Hutchines	Deed
1673, Sept. 17	WITTUM, Peter et ux.	Nic. Hodgden	Deed
1673, Sept. 17	WITTUM, Peter et ux.	Nic. Hodgden	Deed
1653, July 1	YORK, town of	Abraham Preble	Survey
1659, Jan. 30	YORK, town of	Abraham Preble	Survey
1663, July 24	YORK, town of	George Snell	Grant
1665, Oct. 11	YORK, town of	George Snell	Allotment

Folio.	Description.
126	Covenanting to warrant above premises.
97	50 acres on the river that parts Dover and Kittery, being half of grant to Wincoll from the town of <i>Kittery</i> .
161	Message of 30 acres at Birch cove in <i>Kittery</i> .
188	200 acres in <i>Kittery</i> , on the great river above Salmon falls.
58	50 acres on Spruce creek, <i>Kittery</i> .
2	12 acres on Spruce creek, <i>Kittery</i> , adjoining Pine point.
70	12 acres on Spruce creek, <i>Kittery</i> , at Eagle point.
156	Half of farm at Oak point on Spruce creek, and half of grantor's homestead after his decease.
133	Island between Strawberry bank and his house in <i>Kittery</i> , reserving houselot for James Heard.
128	70 acres on Spruce creek, <i>Kittery</i> , adjoining Hoole's land.
141	4 acres on Spruce creek, <i>Kittery</i> .
184	18 acres at Eagle point, Spruce creek, and half of houselot in <i>Kittery</i> , subject to life estates; also bill against town for £22.
176	Land on Spruce creek, <i>Kittery</i> .
137	40 acres in <i>Kittery</i> , granted to Wittum by the town.
137	2 acres included in the town grant to Wittum and reserved in the conveyance described above.
178	Four parcels of marsh granted by town in 1646.
179	20 acres bought by him of John Gouch, on the southwest side of Little river.
2	Land to be allotted.
2	10 acres of upland and small parcels of marsh southeast of Gorges creek.

## INDEX OF GRANTORS.

Date.	Grantor.	Grantee.	Instrument.
1665, Dec. 23	YORK, town of	Giles Berry	Confirmation
1665, Mar. 2	YORK, town of	Henry Sayword	Grant
1671, Jan.	YORK, town of	Abraham Preble	Grant
1674, Apr. 18	YORK, town of	Benj. Whitney	Grant

Folio.	Description.
74	Home lot formerly granted, adjoining Richard White.
165	370 acres on York river, 170 acres near Scituate marsh, an extension of his home lot and privilege of cutting pine timber, in payment for building meeting-house.
110	45 acres on the seashore and 10 acres on Little river, adjoining lands previously owned by Preble.
169	10 acres adjoining Henry Sayword.

## INDEX OF

Date.	Grantee.	Grantor.	Instrument.
1667, Apr. 29	ADDAMS, Abraham	Jane Mackworth	Deed
1668, Mar. 1	ADDAMS, Christopher	Nathaniel Fryer et ux.	Deed
167 $\frac{1}{2}$ , Mar. 1	ADDAMS, Christopher	William Palmer	Deed
1673, Nov. 12	ADDAMS, William	Thomas Withers	Deed
1659, Sept. 19	ALGER, Andrew and Arthur	Jane the Indian, <i>alias</i> Uphannum	Deposition
1674, June 12	ALGER, Andrew and Arthur	Jane <i>alias</i> Uphannum	Deposition
1670, Oct. 21	ALGER, Andrew	Estate of John Sanders, senior, by Ann Sanders, executrix, and Thos. Sanders	Deed
1675, Mar. 27	ALLCOCKE, Job	Edward Rish- worth et ux.	Deed
1642, Mar. 16	ALLCOCKE, John	Edward Godfrey	Deed
1662, Nov. 28	ALLDEN, John and Elizabeth	William Phillips	Deed
1673, Apr. 10	ALLISON, Ralph	Henry Watts	Deed
[No date.]	AMERIDITH, John	John Cutt et ux.	Deed
1639, Aug. 1	ANDREWS, Jane	Richard Vines	Deed
1654, June 22	ANDREWS, Jane	Town of Saco	Confirma- tion

## GRANTEES.

Folio.	Description.
27	Island opposite her house in <i>Falmouth</i> with 6 acres west and marsh east of Skitterygusset creek.
68	100 acres in <i>Kittery</i> , formerly owned by Jeremiah Sheeres.
184	Palmer's point, on Piscataqua river in <i>Kittery</i> .
141	4 acres on Spruce creek, <i>Kittery</i> .
113	Concerning the sale of a tract on Blue Point river in <i>Scarborough</i> to the Algers, in 1651, by the deponent, her mother and her brother jointly.
154	That the tract described above was conveyed to the Algers their heirs, executors, administrators and assigns, forever.
127	100 acres in <i>Cape Porpoise</i> , adjoining Simon Bussy.
180	One acre adjoining Rishworth in <i>York</i> .
176	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , on the east side of the river, adjoining Abraham Preble.
35	One fourth of saw mill and appurtenances at <i>Saco</i> falls.
148	Half of Watts's farm and mill in <i>Scarborough</i> .
105	Messuage in <i>Kittery</i> , bought of Elizabeth Dustine.
36	100 acres west of <i>Saco</i> river, adjoining William Scadlocke.
87	Of grant by Richard Vines.

Date.	Grantee.	Grantor.	Instrument.
	ANGER, Samson, see Henry Donell		
1661, Oct. 23	AUSTIN, Samuel	John Littlefeild et ux.	Deed
1670, Jan. 31	AUSTINE, Samuel	Joseph Storer Benjamin Storer	Release
1671, Oct. 28	AUSTINE, Samuel	Jeremiah Storer	Discharge
1674, Oct. 9	AUSTINE, Samuel	Samuel Storer	Discharge
	BALDWIN, see Bawldin		
1667, Apr. 20	BALL, John	Thomas Withers	Deed
1645, Nov. 20	BANKES, Richard, and Thomas Curtis Abraham Preble John Twisden	Sir Ferdinando Gorges by Richard Vines	Grant
1671, May 24	BAREFOOTE, Walter, and Henry Greenland Robert Marshall	George Norton	Release
	BAREFOOTE, Walter, see Henry Greenland		
1666, June 16	BARRETT, John	Morgan Howell	Deed
1670, Apr. 27	BARRETT, John	John Bush et ux.	Deed
1670, June 13	BARRETT, John	William Cole	Deposition
1672, Dec. 7	BATSON, Stephen	Town of Cape Porpoise	Survey
1675, Nov. 25	BAWLIDIN, Isabella	Humphrey Case	Deed
1674, Nov. 9	BEALE, Arthur	John Frost, sen.	Deed

Folio.	Description.
73	Home lot in <i>Wells</i> formerly owned by Thomas Warriner, with other lands granted to Littlefield by the town.
91	Of claim to their father's estate, in consideration of conveyance of land, with agreement to winter cattle and furnish pasturage for the benefit of Austine and his wife, their mother.
121	Of all demands.
158	Of all demands.
70	12 acres on Spruce creek, <i>Kittery</i> , at Eagle point.
179	12 acres meadow in <i>Gorgeana</i> .
96	Of one-fourth of consideration for building the pink "Lenham," secured by former bond.
81	60 acres at <i>Cape Porpoise</i> granted by George Cleeve, and 40 acres granted by the town.
94	10 acres marsh bought of R. Willine, south of Little river, <i>Cape Porpoise</i> .
81	Concerning Morgan Howell's deed to Barrett.
129	25 acres marsh and 18 acres upland, at Little river.
185	50 acres on Saco river, granted by the town of <i>Saco</i> .
160	Tract on York river near the mouth of <i>York</i> harbor.

Date.	Grantee.	Grantor.	Instrument.
1668, July 11	BENNET, Edward, and John Winsland	James Pendleton et ux.	Deed
1665, Dec. 23	BERRY, Giles	Town of York	Confirmation
	BICKEUM [Bickum], William, see Nicholas Shapleigh		.
	BONIGHTON, Richard, see Thomas Lewis		
1672, Aug. 26	BOOTH, Simon	Robert Booth, senior	Deed
1671, June 2	BRACKETT, Thomas et ux.	Elizabeth Harvy	Deed
1662, Mar. 20	BRAY, John	Joseph Couch	Indenture
1666, Nov. 20	BRAY, John	Job Allcocke	Deed
1668, Mar. 15	BRAY, John et ux.	Edward Hooper, notary public	Certificate
1672, July 22	BRAY, John	Robert Marshall	Due bill
1675, Apr. 6	BRAY, John	John Andrews Joan Attwell	Deed
1675, Apr. 8	BRAY, John	John Andrews Joan Attwell	Deed
[No date]	BRAY, John	Andrews John Joan Attwell	Bond
1675, Apr. 8	BRAY, John	Jere. Goodridg	Deposition
1669, Apr. 10	BROAD, William	Henry Greenland	Deed
1672, Oct. 15	BROUGHTON, Elizabeth	Town of Kittery	Survey

Folio.	Description.
79	50 acres on Spruce creek in <i>Kittery</i> .
74	Home lot formerly granted, adjoining Richard White.
126	Messuage of 6 acres at Winter Harbor, <i>Saco</i> .
132	Farm on <i>Falmouth</i> Neck, in consideration of grantor's maintenance during life.
62	Of apprenticeship.
11	12 acres adjoining Bray's lot in <i>Kittery</i> .
62	Of Joseph Couch's indenture of apprenticeship.
167	£17, payable in September, 1672.
172	Three acres marsh adjoining Bray's marsh at Braveboat harbor, <i>Kittery</i> .
170	14 rods of marsh adjoining above.
169	Covenanting to warrant title of land conveyed April 6, 1675.
170	Concerning Phillip Atwell's consent to the bond signed by his wife to warrant Bray's title.
71	100 acres in <i>Kittery</i> , formerly owned by George Palmer, with buildings.
126	100 acres adjoining John Broughton.

Date.	Grantee.	Grantor.	Instrument.
1671, April 18	BROUGHTON, George and John	Roger Playstead et ux.	Deed
1672, Oct. 15	BROUGHTON, George	Town of Kittery	Survey
1673, Mar. 23	BROUGHTON, George	Nic. Frost et ux.	Deed
1672, Oct. 15	BROUGHTON, John	Town of Kittery	Survey
1670, Jan. 1	BROWN, Abraham	Joseph Penewell	Bill of sale
1675, June 3	BROWN, Henry, and James Oare	Henry Sayword	Deed
1666, Feb. 13	BRYAN, Thomas, or Peter Oliver	John Batson Wm. Renalds	Deposition
1668, Nov. 13	BUDSEET, John	Chris. Pickett	Deed
1650, June 27	BULLY, Nicholas	John Smith	Agreement
1650, July 21	BULLY, Nicholas	John Smyth	Deed
1662, June 5	BULLY, Nicholas	John Smyth	Receipt
1663, Oct. 20	BULLY, Nicholas	William Phillips	Receipt
1631, Nov. 1	CAMMOCK, Thomas	Council for New England	Patent
1638, May 23	CAMMOCK, Thomas	Council for New England, by Walter Neale	Livery
1640, Mar. 15	CAMMOCK, Thomas	Sir Ferdinando Gorges	Deed
1643, July 28	CANNY, Thomas	Sir Ferdinando Gorges, by Thos. Gorges, dep. governor	Grant
1666, Nov. 24	CARD, John	Edw. Start et ux.	Deed

Folio.	Description.
96	3 acres adjoining Salmon falls mills in <i>Kittery</i> .
126	100 acres above Salmon falls, adjoining John Wincoll.
175	60 acres adjoining the Commons in <i>Kittery</i> .
126	100 acres adjoining George Broughton.
90	One sixteenth of the ship "True Dealing," of York.
167	200 acres at Mousam in <i>Wells</i> .
146	Concerning land sold by Batson to Oliver.
55	Land in <i>Scarborough</i> , conveyed to Pickett by Richard Foxwell.
11	Concerning the sale of Smith's plantation in <i>Saco</i> .
10	Land, [in <i>Saco</i> ] sold to Smyth by Richard Vines, April 8, 1642, and Oct. 23, 1643.
11	For consideration for the above conveyance.
25	£5 to satisfy two judgments and costs.
87	1500 acres on the east side of <i>Black Point</i> river.
84	Of the lands described above.
85	Confirming 1500 acres at <i>Black Point</i> , granted by Council for New England, and granting Stratton's islands.
109	3 acres marsh, near Anthony's point, <i>Piscataqua</i> .
49	Message and other land in <i>Gorgeana</i> . Wife signed Nov. 1, 1668.

Date.	Grantee.	Grantor.	Instrument.
1668, Aug. 23	CEARD, John	Samson Anger et ux.	Deed
1669, Aug. 24	CARDE, John	Edward Johnson et ux.	Deed
1672, July 16	CARPENTER, Christopher	Samuel Donnell	Deposition
1672, July 26	CARPENTER, Christopher	Thomas Holms	Deposition
1651, Apr. 8	CHADBORNE, Humphrey, and Thomas Spencer	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey, and Thomas Spencer	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1659, June 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1667, May 25	CHADBURNE, Lucy, and other legatees	Humphrey Chad- burne	Will
1667, Sept. 13	CHADBURNE, Lucy, and other legatees	Andrew Searle Moses Spencer	Deposition
1670, June 30	CHAMPERNOWN, captain, and Nathaniel Fryer	Thomas Kellond	Discharge
1672, June 10	CHAMPERNOWNE, Francis	EphraimCrockett	Deposition
[No date.]	CHAMPERNOWNE, Francis	George Walton	Discharge
1669, June 19	CHELSON, William	Walsingham Chelson	Deed
1673, Feb. 6	CLOYSE, Peter	Francis Little- feild, junior, et ux.	Deed
1675, June 30	CLOYSE, Thomas et ux.	JohnCloyse et ux.	Deed

Folio.	Description.
51	An acre of marsh on the southwest branch of York river in <i>York</i> .
88	One acre of marsh in <i>York</i> , on the southwest side of York river above the parting.
116	Concerning John Legatt's debt to Carpenter.
116	Concerning John Legatt's debt to Carpenter.
96	Tom Tinker's swamp and 500 pine trees in common, and 30 acres of meadow at Saco pond to Chadborne.
97	Of pine trees in the swamp beyond Tom Tinker's.
97	200 acres between Thomas Broughton and Richard Leader-
97	100 acres adjoining his 30 acres of meadow.
97	100 acres adjoining grant of May 24, 1652.
27	Land at Sturgeon creek and land, mills and houses at New ichewannock, in <i>Kittery</i> .
30	Attestation of Chadburne's will.
121	Of caution recorded in Book I, part 1, folio 151.
118	Concerning Abraham Corbett's sale of 10 acres in <i>Kittery</i> to Champernowne.
186	Of mortgage recorded in fol. 37.
69	House, farm, and all other property at Winter Harbor, <i>Saco</i> .
149	Tract of upland on the west side of Webhannet river in <i>Wells</i> .
174	60 acres with houses between Well cove and Round cove in <i>Falmouth</i> .

Date.	Grantee.	Grantor.	Instrument.
1667, Apr. 16	CORBETT, Abraham	Ephraim Crockett	Deed
1667, May 29	CORBETT, Abraham	Thomas Crockett et ux.	Deed
1669, May 31	CORBETT, Abraham	Francis Champer- nowne	Deed
1672, July 15	CORBETT, Abraham	Henry Greenland	Deed
1673, Dec. 10	CORBINE, Robert	Dorothy Martyne	Deed
1666, Oct. 23	COWES, Michael, junior CREEBAR, Thomas, see Joseph Waker	John Ceard et ux.	Assignment
1671, Nov. 10	CREEKE, Edward	Richard Potts	Prom. note
1672, Dec. 9	CREEKE, Edward, CREEKE, Edward, see Henry Kemball	Henry Kemball	Assignment
1658, June 29	CROCKETT, Thomas	Robert Mendum	Deposition
1658, June 30	CROCKETT, Thomas	Nicholas Frost	Deposition
1660, Feb. 25	CROCKETT, Thomas	Joan Andrews	Deposition
1661, Sept. 6	CROCKETT, Thomas	William Palmer	Deposition
1661, Oct. 4	CROCKETT, Thomas	Richard Burgess	Deposition
1662, Apr. 16	CROCKETT, Thomas	Nicholas Frost	Deposition
1667, Feb. 7	CROCKETT, Thomas	Alexander Jones	Deposition
1669, June 24	CROCKETT, Thomas	John Whitte	Deposition
1672, June 17	CROCKETT, Thomas	Bernard Squire	Deposition

Folio.	Description.
76	6 acres on the north side of <i>Kittery</i> Point.
74	House and 2½ acres at <i>Kittery</i> Point.
78	84 acres on Spruce creek in <i>Kittery</i> , adjoining Thomas Crockett.
118	Quitclaim of premises conveyed by Corbett's deed in folio 89.
183	Personalty and real property in <i>Falmouth</i> , subject to legacies of Richard Martyne and her support.
64	Of a sublease of a messuage in Devonshire, England.
166	For £7, 10s. payable on demand.
166	Of interest in Richard Potts's promissory note.
1	Concerning acts of ownership by felling timber [on Spruce creek in <i>Kittery</i> .]
1	Concerning possession of neck of land on north side of Spruce creek.
1	Concerning acts of ownership by clearing land, &c., on Spruce creek.
2	Concerning acts of ownership by clearing land on Spruce creek.
2	Concerning grant to Crockett by Gorges of neck on Spruce creek.
1	Concerning Thomas Gorges's gift of same tract.
113	Concerning Bryan Pendleton's claim to Crockett's land.
113	Concerning Captain Pendleton's claim to Crockett's land in <i>Kittery</i> .
113	Concerning Crockett's ownership of land on Spruce creek, <i>Kittery</i> .

Date.	Grantee.	Grantor.	Instrument.
1668, Apr. 20	CROSS, Joseph	Town of Wells	Grant
1675, Feb. 7	CROSS, Joseph	John Barrett et ux.	Deed
	CURTIS, Thomas, see Richard Bankes		
1665, Apr. 22	CUTT, John	Estate of John Michell by Francis and Sa- rah Morgan, ad- ministrators	Deed
1665, Apr. 22	CUTT, John	Estate of John Michell, by Francis and Sa- rah Morgan, ad- ministrators	Deed
1670, Oct. 22	DANIELL, Thomas	Richard Pomoroy	Mortgage
1673, Sept. 23	DAVSS, John	Samson Anger	Deed
1664, Dec. 15	DAVIS, George	Nichodenahant Quesemenecke Obyhas sagamores	Deed
	DAVIS, William, see Christopher Rogers Peter Weare		
	DEAMAN, Andrew, see Henry Mayne		
1674, Aug. 26	DEANE, Thomas,	Nathaniel Fryer	Mortgage
1658, July 20	DONELL, Henry	Richard Collicatt	Deed
1659, Nov. 14	DONELL, Henry, and Samson Anger	Ann Godfrey	Deed
1660, Apr. 2	DONELL, Sarah and Mar- garet	Ann Godfrey	Deed

Folio.	Description.
110	150 acres at Ogunquit river, between Thomas Littlefeild and Mr. Whelewright.
186	2 acres marsh on Webhannet river in <i>Wells</i> .
9	110 acres on Spruce creek in <i>Kittery</i> , between Goose creek and Marshy cove.
9	2 acres marsh near Braveboat harbor, <i>Kittery</i> , formerly belonging to John Lander.
93	House, fishing stage, &c., on Hog island, <i>Isles of Shoals</i> .
139	Land in <i>York</i> , formerly belonging to Rice Kerdogon [Cado-gan.]
8	4000 acres between Wiscasset bay and Montsweag bay and the Kennebec river, from the upper narrows of Sheepscot river to Jeremysquam river.
157	Champernowne's island and small islands adjacent, in <i>Kittery</i> .
103	Two acres marsh and 100 acres upland originally granted to William Davess by Thomas Gorges, all in <i>York</i> .
160	20 acres south of York river, near the harbor mouth in <i>York</i> .
42	An island occupied by Henry Donell for fishing and half of the Great island, in <i>York</i> .

Date.	Grantee.	Grantor.	Instrument.
1671, Oct. 10	DRAKE, Abraham, and Benjamin Swett Henry Green	Walter Barefoote Henry Greenland	Execution
1667, Nov. 18	DYAMENT, William	John Dyement	Deed
1671, July 6	DYAMENT, William	Rowland Flansell	Deposition
	EASTMAN, see Estman		
1662, Mar. 29	EDGECOME, Nicholas	James Gibbons et ux. Robert Haywood	Deed
1650, July 15	EMERY, Anthony	Joseph Austine	Deed
1663, Oct. 1	EMERY, James	Anthony Emery	Deed
1673, Sept. 24	EMERY, James	Anthony Emery	Release
1670, July 26	ESTMAN, Thomas	Samuel Symonds	Deed
1670, Aug. 6	ESTMAN, Thomas	Harlakenden Sy- monds	Deed
1669, Jan. 10	EVEREST, Isaac	William Johnson et ux.	Deed
1672, July 18	FABINES, John, and Francis Wanewright	Abraham Corbett	Mortgage
1666, Apr. 4	FENNICK, John	Thomas Withers	Deed
	FERNALD, see Farnald		
1674, Jan. 8	FERNALD, Samuel	John Cutt	Deed
	FORGISSON [Ferguson], Daniel, see William Furbush		
1672, Apr. 3	FROST, Charles	Joseph Bolles et ux.	Deed

Folio.	Description.
121	£20 and costs levied on land at <i>Kittery</i> Point for £12, and on goods and Greenland's person for balance.
118	Messuage of 10 acres on Crooked Lane, <i>Kittery</i> .
118	Concerning gift of land to William by his father, John Dya-ment.
41	50 acres on Goosefare river in <i>Saco</i> .
141	Little marsh above Sturgeon creek in <i>Piscataqua</i> , with house and lot and lumber.
150	20 acres of upland with marsh at York pond in <i>Kittery</i> .
150	From mortgage on land at Cold Harbor, <i>Kittery</i> .
95	150 acres at <i>Coxhall</i> , part of 1000 acres conveyed to Samuel by Harlakenden Symonds.
95	100 acres west of Kennebunk river, part of tract bought of John Bush and Peter Turbutt.
164	15 acres in <i>York</i> , on the path to Sayword's mills.
122	40 acres on Spruce creek, <i>Kittery</i> .
2	12 acres on Spruce creek, <i>Kittery</i> , adjoining Pine point.
163	Messuage of 6 acres in <i>Kittery</i> , formerly Andrew Newcombe's.
119	10 acres marsh in <i>Cape Porpoise</i> .

Date.	Grantee.	Grantor.	Instrument.
1673, Apr. 28	FROST, Charles, and Leighton, children of	Frost, Nicholas	Will
1674, Nov. 10	FROST, John, senior	Arthur Beale, senior	Bond
1674, Mar. 28	FROST, Nicholas	John Crafford et ux.	Deed
1675, Dec. 8	FROST, Nicholas	Abraham Conley	Deed
1662, Apr. 29	FRYER, Nathaniel	Sylvester Har- bert et ux.	Deed
1664, Nov. 14	FRYER, Nathaniel	Jeremiah Sheeres et ux.	Deed
1667, Nov. 11	FRYER, Nathaniel	William Ham et ux.	Deed
1670, July 7	FRYER, Nathaniel	Tobias Taylour	Deed
1672, June 5	FRYER, Nathaniel	Francis Champer- nown	Deed
1674, Apr. 1	FRYER, Nathaniel	John Bates	Deed
1674, Apr. 17	FRYER, Nathaniel	Henry Sayword	Mortgage
	FRYER, Nathaniel, see Captain Champernown		
1667, Feb. 28	FURBUSH, William, and Daniel Forgisson	James Emery et ux.	Deed
1678, Mar. 1	FURNALD, John	Elizabeth Ed- wards	Deed
1671, Sept. 9	FURNALD, William	Thomas Firnald et ux.	Deed
1664, Apr. 30	GATTENSBY, John	Thomas Little- feild	Deed

Folio.	Description.
150	Letter giving directions as to his property and conditional bequests of lands and other estate.
163	Conditioned to secure £50 in consideration for land [in <i>York</i> .]
185	60 acres in <i>Kittery</i> , adjoining grantor.
186	100 acres adjoining John Heard in <i>Kittery</i> and 6 acres at the Cedars.
109	80 acres of upland, marsh, and house formerly Francis Champernowne's, in <i>Kittery</i> .
67	100 acres on the north side of Piscataqua river, granted to Sheeres by the town of <i>Kittery</i> .
101	Houses, stages, flakes, &c., on Malaga island, <i>Isles of Shoals</i> , except Tobias Taylour's messuage.
81	Messuage on Malaga island, <i>Isles of Shoals</i> .
114	Western part of Champernowne's island, Wood island and the two fishing islands, all in <i>Kittery</i> .
148	120 or 180 acres in <i>Wells</i> , between Samuel Wheelwright and William Hammond.
148	870 acres on the southwest side of York river, granted to Sayword by the town of <i>York</i> .
141	150 acres of upland and marsh in <i>Kittery</i> , adjoining Nicholas Frost and Anthony Emery.
144	Messuage of 12 acres near Boiling Rock in <i>Kittery</i> .
147	"Lay Claim" island on Crooked Lane, <i>Kittery</i> .
82	210 acres of upland and marsh at Totnock and the Willows in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1664, May 22	GATTENSBY, John GEDNEY, see Gydney GENDALL, see Gyndall	Francis Little- feild, jun., et ux.	Deed
1672, June 20	GIBBS, Robert	Henry Sayword	Mortgage
1670, Apr. 21	GLANEFEILD, Peter	William Palmer	Deed
1667, Sept. 14	GODFREY, Ann	Nic. Shapleigh	Bond
1673, Mar. 17	GOODHUE, William	William Oliver	Mortgage
1667, Aug. 14	GOODING, Daniel	Thomas Spencer et ux.	Deed
1670, Apr. 18	GOODIN, Daniel  GOOCH, see Gutch	Nicholas Hods- den et ux.	Deposition
1644, Oct. 10	GOUCH, John, and Peter Weare	William Hooke	Deed
1645, July 21	GOUCH, John	Christopher Ro- gers	Deed
1650, Mar. 16	GOOCH, John	Peter Weare	Deed
1650, Mar. 16	GOOCH, John	Peter Weare	Deed
1667, June 13	GOOCH, John	Ruth Gooch, executrix	Agreement
1644, Oct. 18	GOUCH, John, junior	William Hooke	Deed
1666, May 4	GRANT, James	James Mills	Deed
1668, Mar. 15	GRANT, James  GREEN, Henry, see Abraham Drake	John Carmighell	Assignment

Folio.	Description.
82	210 acres at Totnock and the Willows, in <i>Wells</i> .
114	One square mile in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with dwelling house and mill.
123	12 acres in <i>Kittery</i> , in consideration of the care and bringing up of Palmer's daughter by Glanefeild.
67	Conditioned to pay her £20 yearly for life.
149	House and 50 acres, half the grant by the town of <i>Kittery</i> to Charles Frost.
81	Six acres in Newichewannock, <i>Kittery</i> .
79	Concerning gift of one quarter of mill [in <i>Kittery</i> ] to Goodin by Thomas Spencer.
178	20 acres each, at Little river near Cape Neddick beach in <i>Gorgeana</i> .
179	Point of marsh on the south side of Agamenticus river in <i>Gorgeana</i> .
177	Land in <i>Agamenticus</i> sold to Weare by John Allcocke.
179	Marsh in <i>Agamenticus</i> granted Weare by Gorges.
80	Concerning the will of John Gooch, senior.
178	10 acres near Cape Neddick beach in <i>Gorgeana</i> .
3	2 acres meadow north of southwest branch of <i>York</i> river.
90	Of bill of sale.

Date.	Grantee.	Grantor.	Instrument.
1666, July 16	GREENLAND, Henry	Robert Wad- leygh	Deed
1666, Oct. 15	GREENLAND, Henry	George Palmer et ux.	Deed
1669, Sept. 10	GREENLAND, Henry, and Walter Barefoote	Abraham Corbett	Deed
1669, Sept. 10	GREENLAND, Henry, and Walter Barefoote	Abraham Corbett	Trust deed
	GREENLAND, Henry, see Walter Barefoote		
1660, May 29	GUTCH, Robert	Robin-Hood Terrumquin Weasomonascoe sagamores Scawque Abumhamen Indians	Deed
1674, Oct. 14	GYDNEY, Bartholomew	Henry Sayword	Deed
1674, Oct. 14	GYDNEY, Bartholomew	Henry Sayword	Mortgage
	GYDNEY, Bartholomew, see Henry Sayword		
1669, May 8	GYNDALL, Walter	Michael Maddiver Joel Maddiver	Deed
1673, June 3	GYNDALL, Walter	Robert Jordan et ux.	Deed
1678, June 4	GYNDALL, Walter	Ralph Allason	Deposition
1670, Feb. 11	HAMMOND, Jonathan	Israel Harding	Deed
1670, Feb. 11	HARDING, Israel	Jona. Hammond	Deed
1667, Aug. 28	HARDY, Richard	Ed. Rishworth	Deed

Folio.	Description.
43	Dwelling and brewhouse at <i>Kittery</i> Point, on land purchased of Nicholas Shapleigh.
101	100 acres in <i>Kittery</i> , bought of Walter Barefoote.
89	Messuage and warehouse at <i>Kittery</i> Point, 80 acres on Spruce creek, and 360 acres occupied by R. Lockewood, all in <i>Kittery</i> .
118	Premises described above, in trust, for the use and benefit of Alice Corbett, the grantor's wife, and their children, John, Elizabeth and Alice.
32	Tract on Kennebec river, over against Tuessicke [Nauseag], from the Point of Rocks upward to a point opposite to Winslow's rocks, including half the Winnegance meadows, and extending three miles into the land.
189	Half share in mills at <i>Wescustogo</i> .
189	Remaining half share of mills at <i>Wescustogo</i> .
100	Exchanging plantation in <i>Scarborough</i> for John Guy's plantation at <i>Papuding</i> .
133	50 acres on the east side of <i>Spurwink</i> river, in <i>Fulmouth</i> .
133	As to Sarah Jordan's release of dower.
93	Exchange of 200 acres at <i>Myreland</i> , for 100 acres at <i>Stony brook</i> , in <i>Wells</i> .
92	Exchange of 100 acres at <i>Stony brook</i> for 200 acres at <i>Myreland</i> in <i>Wells</i> .
33	32 acres in <i>York</i> , at the mouth of the old <i>Mill creek</i> .

Date.	Grantee.	Grantor.	Instrument.
1673, July 1	HARKER, John, junior	John Harker	Deed
1666, Apr. 10	HARRIS, William	William Sealy	Deed
1674, Aug. 11	HATCH, Patience	Henry Symson	Agreement
1674, Mar. 7	HAYES, Philadelphia	Reynold Jenkins	Deed
1665, July 7	HAYNES, Robert	Miles Pyle	Deed
1665, July 7	HAYNES, Robert	Miles Pile	Bond
1659, Oct. 12	HILL, Peter	Joseph Bolles	Deed
1667, Oct. 8	HILL, Roger	William Phillips	Deed
1667, Oct. 8	HILL, Roger	William Phillips	Deed
1667, Apr. 18	HILTON, William	John Symmons	Deed
1664, Mar. 8	HINKESON, Peter	Thomas Ellkines	Deed
1667, June 15	HINCSON, Peter	Chris. Ellkines	Deed
1669, Aug. 24	HINKESON, Peter	Joshua Scottow	Deed
1668, July 22	HITCHCOCK, Richard	William Phillips et ux.	Deed
1673, Dec. 27	HOBBS, Christopher	William Phillips et ux.	Deed
1671, May 31	HODGSDEN, Benoni	John Wincoll	Deed
	HODGSDEN, Israel, see Miles Tomson		
1673, Sept. 17	HODGSDEN, Nicholas	Peter Wittum et ux.	Deed
1673, Sept. 17	HODGSDEN, Nicholas	Peter Wittum et ux.	Deed

Folio.	Description.
198	Island in <i>York</i> harbor and undivided fourth part of a tract on <i>York</i> river.
72	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
155	As to her occupancy of his land in <i>York</i> .
187	Messuage of one acre at <i>Kittery</i> ; also $3\frac{1}{4}$ acres on the old road from Cold Harbor to Sturgeon creek, and half an acre of marsh.
4	Garden, house, &c., on Hog island, <i>Isles of Shoals</i> .
4	Conditioned to observe covenants in the above deed.
86	100 acres at Winter Harbor, <i>Saco</i> , between lots formerly held by Samuel Andrews and Robert Sankey.
86	Quitclaim to premises conveyed by Joseph Bolles to Peter Hill.
87	Quitclaim to premises conveyed by Richard Vines to Jane Andrews.
83	Homestead in <i>Kittery</i> .
23	8 acres of marsh on Black Point river, [in <i>Scarborough</i> .]
23	2 acres marsh northwest of Pine creek [in <i>Scarborough</i> .]
154	10 acres marsh in <i>Scarborough</i> , near Pine Tree creek.
124	Messuage, 10 acres woodland, marsh at Duck pond and Batten's island, in <i>Saco</i> , and land formerly William Scadlocke's in <i>Cape Porpoise</i> .
182	Messuage and 300 acres, between Saco river and Davis brook, in <i>Saco</i> .
97	50 acres on the river that parts Dover and Kittery, being half of grant to Wincoll from the town of <i>Kittery</i> .
187	40 acres in <i>Kittery</i> , granted to Wittum by the town.
187	2 acres included in the town grant to Wittum and reserved in the conveyance described above.

Date.	Grantee.	Grantor.	Instrument.
1674, June 16	HODGSDEN, Nicholas	John Wincoll	Deed
1671, Nov. 19	HOLMES, Thomas	Wm. Lancaster	Contract
1671, Nov. 19	HOLMS, Thomas	Wm. Houldrig	Due bill
167 $\frac{1}{2}$ , Jan. 15	HOLMS, Thomas	Wm. Houldrig, senior Wm. Houldrig, junior	Due bill
[No date.]	HOLMES, Thomas	Wm. Lancaster	Due bill
1674, Aug. 24	HOOKE, Francis	Nic. Shapleigh et ux.	Deed
1675, Feb. 5	HOOKE, Francis	Benj. Johnson	Mortgage
1670, Sept. 17	HOOLE, John	John Clarke et ux.	Deed
1672, Nov. 1	HOOLE, John	Thomas Withers et ux.	Deed
1672, Sept. 26	HOWELL, Morgan	Sir Ferdinando Gorges by Thos. Gorges, dep. governor	Survey
1675, July 7	HUTCHINES, Enoch	Thomas Withers	Deed
1667, Mar. 18	HUTCHINSON, Richard	William Phillips et ux.	Mortgage
1673, Oct. 23	HUTCHINSON, William	William Phillips et ux.	Deed
1671, May 1	JACKESON, James	John Smyth	Deed
167 $\frac{1}{2}$ , Mar. 11	JACKESON, James	Peter Weare, senior, et ux.	Deed
1675, June 16	JACKESON, James	Peter Weare, senior, et ux.	Deed

Folio.	Description.
161	Messuage of 30 acres at Birch cove in <i>Kittery</i> .
107	To build fence in payment for a horse.
107	For £28, 10s. 3d.
127	For £12, to close all accounts.
107	For £4, 9s.
155	Three acres and house built by Roger Russell at <i>Kittery Point</i>
187	Messuage of 20 acres in <i>York</i> .
120	150 acres on Spruce creek, <i>Kittery</i> , originally granted to Hoole by the town.
128	70 acres on Spruce creek, <i>Kittery</i> , adjoining Hoole's land.
153	100 acres at <i>Cape Porpoise</i> . See Book I, part 1, folio 29.
176	Land on Spruce creek, <i>Kittery</i> .
39	Tract a mile long to contain 1000 acres, in <i>Saco</i> , northwest of Swan pond creek; also, a quarter of sawmill at Saco falls.
181	Tract 4 miles broad with 137 perches front on <i>Saco</i> river, where the tide ebbs and flows, and 50 acres in Cranberry marsh.
130	Tract adjoining Peter Weare in <i>York</i> , in exchange for 40 acres from Jackson on Cape Neddick river.
147	12 acres of meadow, more or less, on the northwest side of Wells path in <i>York</i> .
172	Strip of upland adjoining Jackson's land at Cape Neddick in <i>York</i> .

Date.	Grantee.	Grantor.	Instrument.
1670, June 9	JEFFERYS, Diggory	William Broad et ux.	Deed
1640, Sept. 2	JOCELYN, Henry	Thomas Cam- mock et ux.	Will
1670, Sept. 7	JOCELYN, Henry	Francis Robinson	Deposition
1666, June 10	JOHNSON, Francis	Nicholas Cole John Pudington	Mortgage
1668, Oct. 6	JOHNSON, Francis	Nic. Cole et ux. John Pudington et ux.	Deed
1667, June 1	JOHNSON, Francis	William Renols, junior	Mortgage
1667, June 4	JOHNSON, Francis	Richard Whitte Arthur Beale ManneringHilton	Mortgage
1668, Oct. 26	JOHNSON, Francis	Phillip Hatch et ux.	Mortgage
1668, July 15	KELLY, Roger	Nathaniel Fryer	Deed
1669, June 19	KEMBLE [Kimble], Henry	Harlakenden Sy- mons	Deed
1672, Dec. 7	KEMBALL, Henry, and Edward Creeke	Richard Potts	Prom. note
1658, May 15	KIMBELL, Thomas	George Cleeves	Deed
1669, Aug. 24	KING, William et ux.	William Palmer	Deed
1672, Apr. 4	KNIGHTT, Ezekiel	Abraham Tillton	Receipt
1678, May 15	LANE, James	John Seares	Deed
	LEIGHTON, see Charles Frost		

Folio.	Description.
118	100 acres in <i>Kittery</i> conveyed to Broad by Henry Greenland, folio 71.
84	All of his patent and other property at <i>Black Point</i> , reserving 500 acres on <i>Spurwink</i> river and the cattle on the land.
84	Concerning the bounds of Thomas Cammock's land at <i>Spurwink</i> .
98	229 acres owned severally in <i>Cape Porpoise</i> , and a fishing boat owned in common.
98	Quitclaim to property described above.
99	205 acres in <i>Cape Porpoise</i> , adjoining William Renols, senior.
38	Homesteads in <i>York</i> and other property.
99	5 acres on <i>York</i> river in <i>York</i> .
83	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
75	600 acres in tract north of <i>Cape Porpoise</i> , between William Phillips and George Farrow.
166	For £17, 11s. 2d. payable in six months and three days.
46	Hog island in <i>Casco</i> bay.
151	16 or 18 acres in <i>Kittery</i> between the sea and the head of <i>Mast</i> cove.
130	For £10 on account of John Loverell, apprentice.
134	Redding's island, land on <i>Mare Point</i> neck, and 60 acres marsh formerly belonging to Thomas Redding, all in <i>Wescustogo</i> .

Date.	Grantee.	Grantor.	Instrument.
1669, May 7	LEVERETT, John	William Phillips	Deed
1668, Nov. 80	LEWIS, Peter	John Readman Richard Knights	Deed
1670, Mar. 18	LEWIS, Peter	John Fennick et ux.	Deed
1629, Feb. 12	LEWIS, Thomas, and Richard Bonighton	Council for New England	Patent
1663, Jan. 1	LIBBY, John	Henry Jocelyn et ux.	Deed
1667, Dec. 2	LIDDEN, George	John White et ux	Assignment
1670, May 9	LIDDEN, George	John Whitt et ux	Deed
1669, Dec. 23	LITTLEFEILD, Francis, senior	John Littlefeild, senior	Deed
1673, Feb. 28	LITTLEFEILD, Francis, junior	John Barret	Deed
1673, Feb. 28	LITTLEFEILD, Francis, junior	John Barret	Deed
	LITTLEFEILD, Francis, junior, see Robert Wadleigh		
1671, July 6	LITTLEFEILD, John	John Wheele- wright	Agreement
1671, July 6	LITTLEFEILD, John, and Francis, senior	John Wheele- wright	Deed
1672, May 13	LITTLEFEILD, John, sen.	Francis Little- feild, senior	Deed
1674, Feb. 5	LITTLEFEILD, Meribah, and other legatees	Francis Little- feild, junior	Will
	LITTLEFEILD, Thomas, see Robert Wadleigh		

Folio.	Description.
65 168	Tract three miles square above Saco falls, on the west side of the river and north of Richard Russell.
57	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
93	Messuage of 12 acres on Spruce creek, <i>Kittery</i> .
110	Tract between Cape Elizabeth and Cape Porpoise, extending 4 miles along the seashore north of Swanckadock [Saco] river, and 8 miles inland.
138	Marsh and 50 acres of upland in <i>Scarborough</i> .
108	Of grant by town of <i>Kittery</i> , on Crooked Lane.
107	20 acres with house on Crooked Lane, <i>Kittery</i> .
103	Half of timber rights and mill privilege at the upper falls of Ogunquit river, <i>Wells</i> .
146	3 acres marsh at the Neck in <i>Wells</i> .
146	3 acres marsh near Ogunquit river in <i>Wells</i> .
102	Composing differences about a mill privilege on Ogunquit river in <i>Wells</i> .
104	Mill privilege and timber rights granted by the General Court of Maine, Oct. 15, 1650.
122	Share in saw mill, &c., at Ogunquit falls in <i>Wells</i> .
166	Land, mills and other property in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1663, Nov. 2	LOCKEWOOD, Richard	Nathaniel Fryer et ux.	Deed
1666, June 28	LOCKEWOOD, Richard	John Bowrey	Due bill
1666, Dec. 11	LOCKEWOOD, Richard	Joan Andrews	Bond
1666, Dec. 11	LOCKEWOOD, Richard	Joan Andrews	Bond
1666, Jan. 26	LOCKEWOOD, Richard	Joan Andrews	Prom. note
1662, Dec. 1	LUGG, Gilbert, and Way- mouth Lystone	Joseph Allcocke et ux.	Deed
1663, Aug. 28	LYDE, Mr.	George Palmer	Deposition
1670, Dec. 14	LYNDE, Simon	Daniel Epps	Assignment
1671, Sept. 22	LYNDE, Simon	Richard Locke- wood et ux.	Deed
1671, Sept. 23	LYNDE, Simon	Nathaniel Fryer	Deed
1673, Sept. 2	LYNDE, Simon	Henry Sayword	Mortgage
	LYSTONE, Waymouth, see Gilbert Lugg		
1668, Mar. 15	MAKENTYRE, Makem [Malcolm]	James Grant	Assignment
1670, June 19	MACKENTYRE, Makem	John Pearce et ux.	Deed
1671, Sept. 4	MACKENTYRE, Michum [Malcolm]	Alexander Max- well et ux.	Deed
1671, Jan. 1	MACKINTYRE, Michum	Samson Anger et ux.	Deed
1669, July 14	MADIVER, Joel	Michael Madiver	Deed
1673, Feb. 23	MANNING, John	Francis Little- feild, sen., et ux.	Deed

Folio.	Description.
184	Messuage of 80 acres and marsh in <i>Kittery</i> , formerly Francis Champernowne's.
127	For £6, 16s. 10d.
91	For payment of £1, 1s. 6d.
92	To deliver 2 head of cattle.
92	For payment of £4, 8s.
174	Messuage on Piscataqua river in <i>Kittery</i> , between Symons and Paul.
8	Concerning Walter Barefoote's sequestering chattels levied upon as Sylvester Harbert's.
146	Of claims upon Henry Sayword, and, in case of Sayword's default, of three farms in <i>Wells</i> .
108	80 acres of upland, house, and meadow, formerly Francis Champernoon's, in <i>Kittery</i> .
109	Quitclaim to premises in <i>Kittery</i> , sold to Lynde by Richard Lockewood.
144	Half share in mills and lands at Mousam mills on Cape Porpoise river, in <i>Wells</i> .
90	Of bill of sale.
90	40 acres on the southwest side of Dummer's marsh, and two acres meadow on the southwest branch of York river, in <i>York</i> .
104	Four or five acres in <i>York</i> , on which grantee's house stands.
107	An acre and a half of marsh in <i>York</i> , on the southwest branch of York river.
69	Farm at Papuding in <i>Falmouth</i> , bought of Walter Gendall.
161	Five or six acres marsh at Ogunquit in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1674, Oct. 8	MANNING, Thomas	Francis Backeus et ux.	Deed
1674, Nov. 2	MANNING, Thomas	John Barret et ux.	Deed
1673, July 21	MARSHALL, Robert  MARSHALL, Robert, see Walter Barefoote  MARTIN, Richard, see Joshua Moodey	John Bray	Renewal
1685, Apr. 22	MASON, John	Council for New England	Deed
1685, Apr. 22	MASON, John	Council for New England	Patent
1657, Jan. 23	MAXWELL, Alexander	Thomas Mowlton	Deed
1668, Nov. 2	MAYNE, Henry, and Andrew Beaman	John Deaman	Deed
1647, Sept. 21	MENDUM, Robert	Thomas Crockett	Agreement
1666, July 16	MILLS, James  MILLS, Thomas, see Robert Wadleigh	Robert Knight John Allcocke	Deposition
1672, July 27	MITTEN, Nathaniel	Elizabeth Harvie	Deed
1671, May 25	MOONEY, Joshua, and Richard Martin	Bryan Pendleton	Trust deed
1674, Nov. 17	MOORE, William	John Harker	Deed
1668, June 4	MORE, John	John Symonds et ux.	Deed

Folio.	Description.
161	4 acres meadow in <i>Wells</i> .
161	157 acres at Duxbury in <i>Wells</i> .
167	Of Marshall's note for 6 months, with receipt for £5.
14	Territory from middle of Naumkeag river, around Cape Ann, to Piscataqua harbor; thence to head of Newichewannock river; thence northwest until the distance from Piscataqua harbor equals 60 miles; also up Naumkeag river 60 miles, and thence overland till the first 60 mile limit is reached; with the south half of <i>Isles of Shoals</i> ; the whole to be called <i>New Hampshire</i> ; also, 10,000 acres southeast of Sagadahoc river, to be called <i>Masonia</i> .
15	Same tracts described above, with powers of government.
113	Land in <i>York</i> , bought of John Allcocke.
80	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> ,
13	To sell house and 4 acres of land at <i>Piscataqua</i> for £9, 10s.
5	Concerning Mill's parentage.
123	Land on the Neck in <i>Falmouth</i> , and marsh at Barberry creek.
97	Messuage and other lands at Winter Harbor, <i>Saco</i> , with Wood island and Gibbons island, in trust for Pendleton Fletcher.
160	Harker's island, containing three acres, in <i>York</i> harbor.
57	20 acres at Great cove, <i>Kittery</i> .

Date.	Grantee.	Grantor.	Instrument.
1668, Nov. 5	MORE, John, junior	John Winsland Edward Bennet	Deed
1655, Oct. 14	MORGAN, Francis	Richard Endell	Agreement
1668, Oct. 2	MORGAN, Francis	Walter Barefoote	Discharge
1671, Nov. 10	MORGAN, Francis	William West	Contract
1672, Apr. 6	MORGAN, Francis	Robert Marshall	Due bill
1674, Dec. 8	MORRALL, John et ux.	Nicholas Hodsden et ux.	Deed
1671, May 24	MORTON, George	Walter Barefoote	Mortgage
1655, Mar. 22	MOWLTON, Thomas	John Alcocke	Deed
1662, Feb. 28	MUNJOY, George	Francis Small	Mortgage
1667, Apr. 6	MUNJOY, George	Wm. Bonighton	Mortgage
1667, Sept. 30	MUSSELL, Robert	Walter Barefoote	Deed
1669, Nov. 24	MUSSELL, Thomas	John Bush et ux.	Deed
1666, June 19	NEALE, Francis	Nathan'l Wharfe et ux.	Deed
1669, Apr. 20	NEWCOMBE, Andrew	Daniel Moore	Deed
1664, May 8	NICOLLS, Richard	Robert Mason	Power of attorney
1671, May 24	NORTON, George	Henry Greenland	Mortgage
1671, Sept. 28	NORTON, George	Henry Greenland	Prom. note
1672,	NORTON, George	Henry Greenland	Due bill
1674, Sept. 16	NORTON, George	Robert Marshall	Mortgage

Folio.	Description.
58	50 acres on Spruce creek, <i>Kittery</i> .
13	To pay £60 for 60 acres on the east side of Spruce creek in <i>Kittery</i> .
128	Of all debts.
138	For labor in payment for medical treatment.
167	£20, 13s. 5d. payable on demand.
191	Messuage of 7 acres in <i>Kittery</i> on Birch Point brook.
96	Of $\frac{1}{4}$ part of pink "Lenham."
112	70 acres on York river, adjoining Arthur Bragdon, and 10 acres meadow at head of northwest branch of York river in <i>York</i> .
116	Land or housing at Ossipee and all Indian debts due Small.
13	Shallop and appurtenances.
42	10 acres west of creek which bounds Champernowne's island in <i>Kittery</i> .
131	100 acres between John Sanders and Simon Bussy, in <i>Cape Porpoise</i> .
82	Quitclaim to property sold to Neale by Jane Mackworth.
162	Messuage of 6 acres at Emery's point in <i>Kittery</i> .
19	To manage Mason's affairs in New England, with power of substitution.
96	One quarter of pink "Lenham."
192	For £60, 7s.
192	Barrel of mackerel.
96	Of $\frac{1}{4}$ of the pink "Lenham."

Date.	Grantee.	Grantor.	Instrument.
1670, Jan. 16	NUTTER, Hatevill  OARE, James, see Henry Brown	Thomas Canny, senior	Deed
1660, Jan. 2	OLIVER, Bennett  OLIVER, Peter, see Thomas Bryan	Eliza. Garnesy	Power of attorney
1664, June 27	OLIVER, William and Richard	Charles Frost	Deed
1669, Mar. 18	OLIVER, William and Benedict	James Pendleton et ux.	Deed
1662, July 15	PALMER, John	Andrew Alger, senior Arthur Alger	Deed
1659, June 14	PARKER, John	Nanuddemance, Indian	Deed
1674, Sept. 16	PARTRIDGE, William	John Maisters	Indenture
1667, Mar. 18	PATTISHALL, Robert	William Phillips et ux.	Deed
1675, June 14	PATTISHALL, Richard	William Phillips et ux.	Livery
1672, Dec. 18	PEARSON, George	John Miller	Receipt
1658, June 25	PENDLETON, Bryan	Gregory Gefferys	Deed
1664, May 4	PENDLETON, Bryan	William Phillips et ux.	Deed
1678, Apr. 24	PENDLETON, Bryan	William Phillips	Livery
1678, Oct. 6	PENDLETON, Bryan	John Sanders et ux.	Deed

Folio.	Description.
110	3 acres of marsh called Fowling marsh, in <i>Kittery</i> .
121	To collect and receipt for the estate of her deceased husband, William Garnesy, in the <i>Isles of Shoals</i> , or elsewhere.
100	50 acres on the Newichewannock river in <i>Kittery</i> .
99	House, fishing stage and flake room on Smuttynose island, <i>Isles of Shoals</i> .
170	50 acres of upland and a parcel of marsh occupied by Palmer at Dunstan in <i>Scarborough</i> .
13	Tract bounded on the east by Sagadahoc river, from the first high head on the west side of the river to Winnegance creek, about six miles, and on the west by Casco bay.
159	Of apprenticeship.
172	4000 acres on Saco river, to begin either at Governor Leverett's outer bounds or at Salmon falls and thence downward to Richard Russell's land.
173	Of above tract, located at Salmon falls.
127	Of consideration for house and land at Jeremysquam bay.
123	Goat, Folly and Green islands, <i>Cape Porpoise</i> .
94	100 acres called West's point [in <i>Saco</i> ] with 400 acres adjoining; also, Timber island at the mouth of Little river.
140	Tracts described above and another tract in exchange for Cow island.
139	100 acres in <i>Cape Porpoise</i> , southwest of Long cove.

Date.	Grantee.	Grantor.	Instrument.
1674, Nov. 2	PENUILL, John	John Purrington Mary Davess	Deed
1674, Feb. 27	PENWILL, John	John Davess	Deed
1668, Sept. 20	Phillips, Bridget	William Phillips	Deed
1674, June 6	PHILLIPS, Nathaniel	Humphrey War- rine	Covenant
1674, July 1	PHILLIPS, Nathaniel	William Phillips et ux.	Deed
1664, May 31	PHILLIPS, William	Mogg-Heigon, sagamore	Deed
1667, Oct. 1	PHILLIPS, William	John Bonighton	Agreement
1667, Oct. 17	PHILLIPS, William	Robert Booth Patrick Dum- mark	Deposition
1675, Aug. 22	PHILLIPS, William	Ric. Hutchinson	Discharge
1663, Feb. 5	PICKETT [Peckett], Christopher	Richard Foxwell	Deed
1674, Aug. 6	POWELL, John	Nathaniel Phillips	Deed
1674, Oct. 5	POWSLAND, Richard	Nathaniel Mitton	Deed
1642, Dec. 20	PREBLE, Abraham	Edward Godfrey	Deed
1652, June 25	PREBLE, Abraham	Edward Godfrey	Deed
1653, May 10	PREBLE, Abraham	Edward Godfrey	Deed
1653, July 1	PREBLE, Abraham	Town of York	Survey
1659, Jan. 30	PREBLE, Abraham	Town of York	Survey

Folio.	Description.
160	House lot in <i>York</i> .
164	Half of warehouse and wharf in <i>York</i> .
182	Life estate in grist mill at <i>Saco</i> falls.
174	To account for rents collected.
154	Parker's neck in <i>Saco</i> , and a tract extending a mile and a quarter on <i>Saco</i> river, between Bryan Pendleton and Christopher Hobbs, and running back from the river four miles.
45	Tract between <i>Saco</i> river and Kennebunk river, from the seashore to Salmon falls in <i>Saco</i> river, about 15 miles above the mills at <i>Saco</i> falls.
37	Bonighton to deliver half of island adjoining mill at <i>Saco</i> and 800 pine trees to close all accounts.
37	Concerning division of John Bonighton's island at <i>Saco</i> .
182	Of mortgage recorded in folio 39.
53	100 acres between Jonas Bayly and C. Collins, in <i>Scarborough</i> .
169	Lands in <i>Saco</i> conveyed to grantor by William Phillips and described in folio 154.
183	50 acres in <i>Falmouth</i> , granted to Mitton by George Cleeve.
177	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , adjoining Thomas Chambers.
179	20 acres on Gorges creek, in <i>Gorgeana</i> .
178	10 acres at <i>York</i> , adjoining former grants to Preble.
178	Four parcels of marsh granted by town in 1646.
179	20 acres bought by him of John Gouch, on the southwest side of <i>Little</i> river.

Date.	Grantee.	Grantor.	Instrument.
1671, Jan.	PREBLE, Abraham	Town of York	Grant
1675, July 6	PREBLE, Abraham	Edward Godfrey	Deed
	PREBLE, Abraham, see Richard Banks		
1674, June 12	PULLMAN, Jasper	Patience Hatch Bryan Pendleton by James Pen- dleton, att'y	Deed
1675, Aug. 14	PULLMAN, Jasper	Samson Anger et ux.	Deed
1668, Nov. 1	RAINKING, Andrew	Arthur Bragdon, junior	Deed
1669, July 7	RISHWORTH, Edward	Henry Sayword	Deed
1670, Aug. 30	RISHWORTH, Edward	Ric. Cummines	Bond
1674, July 6	RISHWORTH, Edward	John Smyth, senior	Assignment
1671, Mar. 28	ROBERTS, John, senior	Hatevill Nutter	Deed
1663, Jan. 1	ROE, Anthony	Henry Jocelyn et ux.	Deed
1658, Dec. 7	ROGERS, Christopher, and William Davis	Peter Weare	Deposition
	ROGERS, Christopher, see Peter Weare		
1659, Aug. 27	ROGERS, Thomas	Town of Saco	Grant
1662, Mar. 29	ROGERS, Thomas	James Gibbines et ux. Robert Haywood	Deed
1671, Aug. 12	ROGERS, William	Estate of Wil- liam Garnesy	Release

Folio.	Description.
110	45 acres on the seashore and 10 acres on Little river, adjoining lands previously owned by Preble.
177	10 acres east side Agamenticus river, southwest of John Allcocke [in <i>York</i> .]
151	Quitclaim to message in <i>York</i> , formerly occupied by Philip Hatch, deceased.
180	One acre and a quarter on Great island, <i>York</i> .
73	10 acres between Bragdon's and Raining's lots in <i>York</i> .
67	Marsh above old mill site exchanged for Rishworth's marsh opposite Sayword's mill.
93	Conditioned to pay £3, 3s.
173	Thomas Phillips's promissory note.
110	Three acres marsh in <i>Kittery</i> , bought of Thomas Canny, senior.
153	50 acres in <i>Scarborough</i> , adjoining John Libby.
180	Concerning a grant of marsh in <i>York</i> , on the southwest branch of York river, by Thomas Gorges.
27	15 acres at the rocks beyond Goosefare creek; also 150 acres upland, and 12 acres marsh east or northeast of Richard Cummines.
26	200 acres in <i>Saco</i> on the seashore northeast of Goosefare river.
121	Of administratorship in New England.

Date.	Grantee.	Grantor.	Instrument.
	ROGERS, William, see William Seely		
1654, Aug. 4	RUSSELL, Richard	Hugh Gunnisson	Mortgage
1666, Feb. 18	RUSSELL, Richard	William Phillips et ux.	Deed
1673, Aug. 13	RUSSELL, Richard	William Phillips et ux.	Deed
1674, Oct. 13	RYALL [Royall], William	Thomas Stevens et ux.	Power of attorney
1669, May 26	SAVAGE, Thomas	Roger Spencer	Deed
1665, Mar. 2	SAYWORD, Henry	Town of York	Grant
1670, July 12	SAYWORD, Henry	Daniel Epps	Conditional deed
1670, Dec. 23	SAYWORD, Henry	James Johnson	Deed
1671, July 6	SAYWORD, Henry	John Readman	Deed
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Lease
1670, Dec. 29	SAYWORD, Henry	Thomas Paty	Deed
1674, Oct. 12	SAYWORD, Henry, and Bartholomew Gydney	Thomas Stephens et ux.	Deed
1674, May 7	SCAMMON, Humphrey	Nathaniel Fryer et ux.	Deed
1666, July 16	SCOTTOW, Joshua	Henry Jocelyn	Mortgage

Folio.	Description.
135	Messuage in <i>Kittery</i> .
23	2000 acres north of Edward Tyng, running 2 miles along the southwest side of Saco river.
135	2500 acres west side of Saco river, beginning at Salmon falls and running a mile up the river, and one sixteenth of the Saco silver mines, containing about 500 acres.
190	To deliver possession to Sayword and Gydney of tract above <i>Wescustogo</i> falls.
63	One quarter of sawmill near the great falls on Saco river, and a tract bought of the Indians extending three miles up the river and three miles on either side.
165	370 acres on York river, 170 acres near Scituate marsh, an extension of his home lot and privilege of cutting pine timber, in payment for building meeting-house.
145	Three farms on Cape Porpoise river and other lands in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with mortgage back.
159	Land and interest in water privilege in <i>Wells</i> .
162	50 acres in <i>York</i> , east of York river, and southeast of Mill creek, granted to Margaret Knight by Thomas Gorges.
188	Half share in corn and saw mills at <i>Wescustogo</i> .
163	Interest in a mill privilege on Cape Porpoise river in <i>Wells</i> .
190	Tract from <i>Wescustogo</i> falls to the head of the river, extending two miles on each side.
150	House and 120 or 130 acres, between John Trott and William Hammonds, in <i>Wells</i> .
6	1500 acres called <i>Black Point</i> , bounded south by Saco bay, west by Black Point river, and east by Spurwink brook, running one mile from mouth of brook, thence to nearest point of Black Point river; also Stratton's islands; 750 acres bordering on former tract; personal property and rentals.

Date.	Grantee.	Grantor.	Instrument.
1667, June 15	SCOTTOW, Joshua	Andrew Brown	Deed
1671, July 7	SCOTTOW, Joshua	Henry Jocelyn	Livery
1677, June 20	SCOTTOW, Joshua	Chris. Ellkines	Deed
1660, July 20	SEELY, William, and William Rogers	Sarah Gunnisson	Deed
1664, Oct. 16	SEELY, William	William Calley	Deed
1667, May 10	SEELY, William	Town of Kittery	Grant
1667, Dec. 13	SEELY, William	John Shephard	Deed
1667, Sept. 14	SHAPLEIGH, Alice	Ann Godfrey	Deed
	SHAPLEIGH, John, see Sarah Withers		
1666, Nov. 20	SHAPLEIGH, Nicholas	Robert Mason, by Richard Nicholls attorney	Substitu- tion
1672, July 31	SHAPLEIGH, Nicholas	Abraham Corbett	Deed
1672, Nov. 23	SHAPLEIGH, Nicholas	Rice Tommass	Deed
1673, Aug. 25	SHAPLEIGH, Nicholas	Francis Morgan	Mortgage
1672, Apr. 18	SHAPLEIGH, Nicholas and William Bickeum	Henry Greenland	Mortgage
1672, Apr. 20	SHAPLEIGH, Nicholas and William Bickum	Henry Greenland	Bill of sale
1669, May 7	SHEARS, Susannah	Jeremy Shears	Bill of sale
1668, Apr. 23	SMYTH, James	Richard Tozier	Agreement
1642, Apr. 8	SMYTH, John	Richard Vines	Deed
1643, Oct. 23	SMYTH, John	Richard Vines	Deed

Folio.	Description.
25	20 acres upland and marsh at <i>Black Point</i> .
98	Of premises described in folio 6.
25	Half of plantation in <i>Black Point</i> , formerly owned by John Burrage.
88	Quitclaim of her interest in all but two acres of the neck of land on Spruce creek at the mouth of Crooked Lane, and in Grantus island, <i>Kittery</i> .
32	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
31	Land west of Spruce creek.
112	Messuage of 10 acres on Spruce creek, <i>Kittery</i> .
34	Farm and buildings in <i>York</i> .
21	Under power of attorney.
152	360 acres (10 excepted) in <i>Kittery</i> , adjoining land lately in possession of Richard Lockewood.
156	Messuage at Braveboat harbor in <i>Kittery</i> .
153	10 acres at Morgan's point in <i>Kittery</i> .
116	Messuage at <i>Kittery</i> Point.
117	Half of pink "Santa Maria."
70	Colt.
40 41	Fixing dividing line of farms in <i>Kittery</i> .
10	100 acres [in <i>Saco</i> ] on the south side of Saco river.
10	Land between that above granted and Thomas Williams.

Date.	Grantee.	Grantor.	Instrument.
1652, Dec. 13	SMYTH, John	Thomas Phillips	Prom. note
1662, Mar. 29	SMYTH, John	James Gibbons et ux. Robert Haywood	Deed
1671, Aug. 15	SMITH, John	Isaac Walker	Deposition
1674, Oct. 23	SMYTH, John, junior	John Smyth, senior	Deed
1663, July 24	SNELL, George	Town of York	Grant
1665, Oct. 11	SNELL, George	Town of York	Allotment
	SPENCER, Thomas, see Humphrey Chadborne		
1663, Oct. 20	SPENCER, William	Thomas Spencer et ux.	Deed
1669, Dec. 27	SPENCER, William	Thomas Spencer	Bill of sale
1669, July 23	SPINNEY, Thomas	John Symmones et ux.	Deed
1670, June 28	SPINNEY, Thomas	John Symmons	Discharge
1674, July 4	STAPLE, Peter	Thomas Turner et ux.	Deed
1666, July 7	STAET, Edward	John Lambe	Deed
1673, Feb. 24	STAET, Thomas	Richard Burgess	Deed
1673, Jan. 19	STEPHENS [Stevens], Thomas	Robin-Hoode Derumquen Abumhaman Werumby Robine sagamores	Deed
1670, Jan. 31	STORER, Joseph and Benjamin	Samuel Austine	Deed
1674, Oct. 8	STORER, Samuel	Samuel Austine	Deed

Folio.	Description.
173	To pay £10 in June, 1653.
5	50 acres on Goosefare river in <i>Saco</i> .
173	Witnessing Thomas Phillips's promissory note.
159	House and 100 acres of upland, &c., in <i>York</i> , reserving a life estate therein.
2	Land to be allotted.
2	10 acres of upland and small parcels of marsh southeast of Gorges creek.
175	Land at <i>Newichewannock</i> falls in <i>Kittery</i> , reserving a life estate in 8 acres of meadow at Willcocks pond.
80	Of timber in Tom Tinker's and Great swamps in <i>Kittery</i> .
143	20 acres in the tract granted to Daniel Paul, Christian Ramacke and others by the town of <i>Kittery</i> .
143	Of all demands.
155	Farm in <i>Kittery</i> adjoining Richard Miller and John Symonds.
49	House and land in <i>Gorgeana</i> .
148	18 acres on York river in <i>York</i> .
191	Tract on <i>Wescustogo</i> river, from the first falls to the head of the river, and in breadth two miles on each side of the river.
91	Lands in <i>Wells</i> conveyed to Austine by John and Richard Cutt, and by John Wakefield.
158	110 acres at Epesrath in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1674, Oct. 8	STORER, Samuel	Ezekiel Knight, junior	Deed
	SWETT, Benjamin, see Abraham Drake		
1667, Feb. 26	SYMONDS, William	Wm. Hammonds	Deed
1671, July 4	SYMONDS, William	Sam'l Scadlocke	Execution
1673, May 23	SYMONDS, William	Sam'l Scadlocke	Deed
	THOMAS, see Tommass		
1671, Oct. 20	TILLTON, Abraham	Francis Backe- house	Deed
1672, Apr. 4	TILLTON, Abraham	John Loverell	Indenture
	TINGE, see Tyng		
1655, Dec. 4	TOMMASS, Ryse	Town of Kittery	Confirma- tion
1672, Mar. 8	TOMSON, Miles, senior, and Israel Hodgden	Abraham Tillton et ux.	Deed
1673, May 12	TOMSON, Miles	John Morrall et ux.	Deed
1659, Oct. 16	TOZIER, Richard	Town of Kittery	Grant
1672, Jan. 7	TRAFTON, Thomas	John Andrews et ux. Joan Attwell	Deed
	TWISDEN, John, see Richard Bankes		
1663, July 24	TINGE, Edward	Thomas Kemble et ux. Henry Kemble et ux.	Deed
1667, Mar. 7	TYNG, Edward	William Phillips	Deed
1667, Mar. 8	TYNG, Edward	William Phillips	Receipt

Folio.	Description.
158	8 acres salt marsh on Webhannet river in <i>Wells</i> .
100	Four or five acres of sea wall near Drake's island in <i>Wells</i> .
137	One sixth of farm on Little river in <i>Cape Porpoise</i> .
137	Premises described above.
130	150 acres on Ogunquit river, with 2 acres salt marsh and 10 acres fresh meadow, all in <i>Wells</i> .
129	Of apprenticeship.
2	Of a former grant of the neck southwest of Spruce creek.
141	40 acres upland, with meadow, granted to Renald Junkines by the town of <i>Kittery</i> .
141	Meadow on Black creek, <i>Kittery</i> , bought of Hatevill Nutter.
40	60 acres adjoining William Pyle's lot above Salmon falls.
128	2 acres marsh [in <i>Kittery</i> .]
46	Hog island in Casco bay.
47	1500 acres running one mile on Saco river, above Saco falls.
49	Of the consideration for the above conveyance.

Date.	Grantee.	Grantor.	Instrument.
1659, Dec. 7	WADLEIGH, Robert, and Francis Littlefeild, jun. Thomas Littlefeild Thomas Mills	Town of Wells	Grant
1669, Dec. 1	WAINWRIGHT, Francis	William Sealy	Mortgage
1671, Nov. 21	WANEWRIGHT, Francis  WANEWRIGHT, Francis see John Fabines	Hugh Allard	Mortgage
1668, Nov. 14	WAKER [Walker], Isaac	Richard Foxwell	Mortgage
1669, July 20	WALKER, Isaac	Giles Berry	Deed
1669, July 3	WAKER, Joseph, and Thomas Crebar	John Moses	Lease
1667, Nov. 25	WALLIS, John	Nicholas Whitte	Deed
1667, Nov. 25	WALLIS, John	Nicholas Whitte	Receipt
1672, Aug. 20	WALLIS, John	Nicholas Whitte's estate, by Wm. Haynes	Receipt
1673, July 17	WALLIS, John	Nicholas Whitte's estate, by Wm. Haynes	Discharge
1659, Aug. 16	WALTON, George	Thomas Turner	Mortgage
1661, Aug. 20	WALTON, George	Francis Champer- nown	Mortgage
1665, June 22	WALTON, George	Francis Champer- nown	Bond
1674, June 6	WARRINE, Humphrey	William Phillips	Lease

Folio.	Description.
82	Marsh at Totnock and the Willows and 200 acres apiece of adjacent upland.
79	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
104	Housing and flake room on Smuttynose island, <i>Isles of Shoals</i> , and shallop.
52	Meadow north of Blue Point river, in <i>Scarborough</i> , bounded on the east by Piggsat river.
74	Lot granted Berry by town of <i>York</i> .
108	100 acres on Casco bay granted to Moses by George Cleeve and Richard Tucker.
181	Plantation at Papoding in <i>Falmouth</i> .
181	Part payment of consideration of above conveyance.
181	Further payment of consideration of above conveyance.
181	Last payment of consideration of above conveyance.
88	20 acres northeast of C. Ramacke in <i>Kittery</i> .
87	Marsh on island opposite Walton's house at <i>Piscataqua</i> .
88	To warrant above premises.
174	Land in <i>Saco</i> conveyed to Nathaniel Phillips, Sept. 18, 1668, lessee to account to said Nathaniel or his successors if any appear.

Date.	Grantee.	Granter.	Instrument.
1661, Aug. 19	WATKINGS, Thomas	John, sagamore of Kennebec	Deed
1648, July 15	WEARE, Peter	Sir Ferdinando Gorges, by Thos. Gorges, dep. governor	Grant
1644, Sept. 26	WEARE, Peter	John Allcocke	Deed
1657, June 11	WEARE, Peter, and Christopher Rogers William Davis	Edward Johnson	Deposition
1658, Dec. 7	WEARE, Peter	Robert Knight	Deposition
	WEARE, Peter, see John Gouch		
1672, Dec. 16	WEEKES, Nicholas	Henry Badge et ux.	Deed
1667, Jan. 28	WELLS, Thomas, junior	Thomas Thurlay	Deed
1667, May 24	WHEELLEWRIGHT, John	Town of Wells	Survey
1671, July 13	WHEELLEWRIGHT, John	Mary Ladbrooke	Deposition
1671, Sept. 21	WHEELLEWRIGHT, John	Jonathan Thing	Deposition
1654, June 19	WHITE, John	Town of Kittery	Grant
1672, Nov. 2	WHITTE, Richard	William Graves	Bond
1674, Apr. 13	WHITNEY, Benjamin	Town of York	Grant
1675, Oct. 8	WILLES, Josiah	Robert Thorneton et ux.	Deed
1672, Oct. 15	WINCOLL, John	Town of Kittery	Survey
1672, Feb. 28	WINCOLL, John	George Veasy et ux.	Deed

Folio.	Description.
38	Tract extending from the high head on the westerly side of Merrymeeting bay a mile and a half up the river, thence to a brook, and a mile wide at the brook, with 20 acres of marsh on the other side of the river.
179	2 acres marsh called Narrow neck, in <i>Gorgeana</i> .
177	Land in <i>Agamenticus</i> , conveyed to Allcocke by Edw. Godfrey.
179	Concerning the livery of Narrow Neck marsh in <i>York</i> to Weare by Thomas Gorges, who granted at the same time two points of marsh next below to Rogers and Davis.
180	Concerning livery of Narrow Neck marsh, <i>York</i> , to Weare by Thomas Gorges.
198	6 acres adjoining Enoch Hutchings in <i>Kittery</i> .
140	200 acres upland and 42 acres marsh in <i>Wells</i> .
40 41	Tract granted by Henry Boad and Edward Rishworth, commissioners.
102	Concerning the boundaries of his farm in <i>Wells</i> .
104	Concerning bounds of Whelewright's land in <i>Wells</i> .
108	20 acres on Crooked Lane.
144	Conditioned to pay £4, 8s.
169	10 acres adjoining Henry Sayword.
186	Quitclaim to Chepeag, or Merry's island [in Casco bay.]
126	200 acres adjoining Andrew Searl's grant.
128	50 acres granted Veasy by the town of <i>Kittery</i> .

Date.	Grantee.	Grantor.	Instrument.
	WINSLAND, John, see Edward Bennet		
1674, Feb. 4	WITHERS, Elizabeth	Thomas Withers	Deed
1671, July 24	WITHERS, Mary and Elizabeth	Thomas Withers	Deed
1671, Apr. 25	WITHERS, Sarah, and John Shapleigh	Thomas Withers	Deed
1643, Apr. 9	WITHERS, Thomas	Sir Ferdinando Gorges, by Thomas Gorges dep. governor	Deed
1643, Mar. 1	WITHERS, Thomas	Sir Ferdinando Gorges, by Thomas Gorges dep. governor	Deed
1644, Mar. 20	WITHERS, Thomas	Sir Ferdinando Gorges, by Richard Vines, steward gen'l	Confirma- tion
1652, May 24	WITHERS, Thomas	Town of Kittery	Grant
1666, Oct. 22	WITHERS, Thomas	Alexander Jones	Deposition
1672, Nov. 20	WITHERS, Thomas	William Addams	Indenture
1673, Mar. 14	WITTUM, Peter	Abraham Conley	Deed
1661, Oct. 1	WORMESTALL, Arthur	William Phillips	Deed
1662, June 14	WORMESTALL, Arthur	Thomas Williams	Deed
1662, June 23	WORMESTALL, Arthur	Thomas Williams	Bond
1664, July 2	WORMESTALL, Arthur	Wm. Scadlocke	Deed
1674, July 21	WOSTER, Moses	John Wincoll	Deed
1642, Mar. 10	YORK, inhabitants of	John Allcocke	License

Folio.	Description.
184	18 acres at Eagle point, Spruce creek, and half of houselot in <i>Kittery</i> , subject to life estates; also bill against town for £22.
133	Island between Strawberry bank and his house in <i>Kittery</i> , reserving houselot for James Heard.
156	Half of farm at Oak point on Spruce creek, and half of grantor's homestead after his decease.
6	4 acres meadow on Spruce creek, <i>Kittery</i> .
6	400 acres on the northeast side of <i>Piscataqua</i> river, and two islands containing 280 acres.
3	600 acres at head of Spruce creek, <i>Kittery</i> , formerly granted by Thomas Gorges.
7	800 acres near head of Spruce creek, including 100 acres at Eagle point and 100 acres at Martin's cove.
23	Concerning grant to Withers on Spruce creek, in <i>Kittery</i> .
141	Of apprenticeship.
130	3½ acres between Conley's marsh and <i>Kittery</i> highway.
124	Upland at Otter creek in <i>Saco</i> .
125	Half of messuage of 120 acres at Winter Harbor, <i>Saco</i> .
126	Covenanting to warrant above premises.
124	12 acres marsh on Little river in <i>Saco</i> .
188	200 acres in <i>Kittery</i> , on the great river above Salmon falls.
177	To use his spring.

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